

DP270368

COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

As a result of a Community Plan of Subdivision which also contained a Section 88B Instrument this instrument now comprises separate documents registered on different dates.

Particulars of each document are as follows:-

Document No.	Plan/Instrument Registration Date	No. of Sheets in Plan	No. Sheets in Section 88B Inst.
Document 1	17-11-2003	12	13
Document 2	21-08-2007	6	9

TOTAL NUMBER OF SHEETS OF SEC 88B FILMED
(INCLUDING COVER SHEET)

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

(Sheet 1 of 13 sheets)

DP270368

(Doc. 1)

Plan: Plan of subdivision covered by Council Certificate No. 2003/9

Full name and address of the owner of the land: Mirvac Projects Pty Limited of 40 Miller Street, North Sydney

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.	Positive Covenant (whole of lot)	1	Rail Infrastructure Corporation and State Rail Authority of New South Wales
2.	Easement for Support & Shelter (whole of lot)	1 2	2 1
3.	Easement for Public Access (limited in height) (U)	1 and 2 (part designated "U" in the plan)	Willoughby City Council
4.	Right of Access (limited in height) (Z)	5	4
5.	Easement for Car Park Exhaust (B) <i>(limited in height and depth)</i> "B" in the plan)	1 (part designated "B" in the plan)	2
6.	Easement for Repair (whole of lot)	1 6/1058962	6/1058962 1
7.	Right to Inspect Rail Enclosure Structure (whole of lot)	1,2,3,4,5	8/1058962
8.	Easement for Support (SE)	3 (part designated "SE" in the plan)	Willoughby City Council
9.	Easement for Support (SD)	3 (part designated "SD" in the plan)	1

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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
10.	Easement for Support (SF)	4 (part designated "SF" in the plan)	1

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be partially 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 Construction (DP1058962)	part 7/1058962 being land reserved for road widening	6/1058962

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Part 2 (Terms)

DEFINITIONS AND INTERPRETATION

A. Definitions

The following definitions apply to this Instrument unless the context requires otherwise:

"**Authorised User**" means any person authorised by the Authority or the Owner of the Lot Benefited.

"**Authority**" means any authority having the benefit of an easement or restriction under the Instrument.

"**Community Association**" means the community association constituted on registration of the Plan.

"**Expert**" means Snowy Mountains Engineering Corporation ("SMEC") or another party agreed between the RIC, the Owner of the Lot Burdened and the Owner of the Lot Benefited as the case may be.

"**Instrument**" means this section 88B instrument.

"**Plan**" means the plan of subdivision to which this Instrument relates.

"**Public Liability Insurance**" means a policy of public liability insurance as required by section 40(2)(b) of the Community Land Management Act 1989 in accordance with clause 1 of this Instrument.

"**Rail Infrastructure Facilities**":

- (a) includes railway track, associated track structures, over track structures, cuttings, drainage works, track support earthworks and fences, tunnels, bridges, level crossings, service roads, signalling systems, train control systems, communication systems, overhead power supply systems, power and communication cables and associated works, buildings, plant, machinery and equipment; and
- (b) does not include any stations, platforms, rolling stock maintenance facilities, office buildings or housing, freight centres or depots, private sidings and spur lines connected to premises not vested in or owned by RIC; and
- (c) does not include the RES.

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"**Rail Standard**" means the standard the membrane of the RES must be maintained which is to a standard which ensures that the membrane does not cause water leakage to an extent which would be a:

- (a) risk to any person whether arising out of their activities at work or reasonable use of the Rail Infrastructure Facilities and any station or platform;
- (b) safety hazard to the operation of the Rail Infrastructure Facilities or the use of the Rail Infrastructure Facilities by any rolling stock,

which includes repairing leaks that detrimentally impact upon the RES, operation of the Rail Infrastructure Facilities or the use of the Rail Infrastructure Facilities by any rolling stock;

"**RIC**" means the Rail Infrastructure Corporation or if that body has been renamed, replaced or ceases to exist or its powers or functions have been transferred to or assumed by another person, body or authority, then that body or authority;

"**RES**" means the tunnel erected on lot 8 in deposited plan 1058962 covering in whole or in part the railway line running through Lot 52 in DP 883102.

"**Site**" means lots 1, 2, 3, 4 and 5 in the Plan.

"**SRA**" means State Rail Authority of New South Wales.

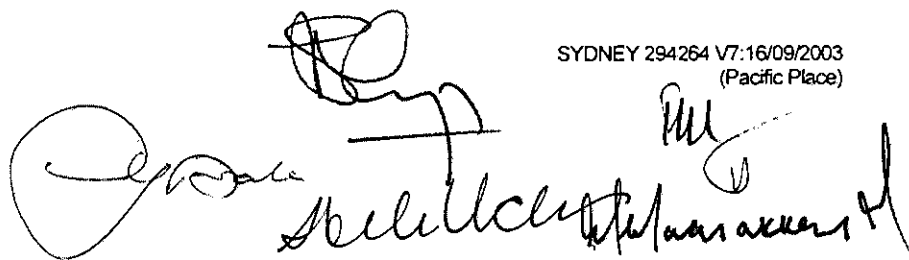
"**SRA Land**" means Lots 52, 53, 54 and 55 in DP 883102.

B. Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- (a) the singular includes the plural conversely;
- (b) a gender includes all genders;
- (c) a reference to a person includes a body corporate, an unincorporated body or other entity and conversely; and
- (d) where a reference is made to a person, body or authority and the person, body or authority has been renamed or replaced or has ceased to exist or its powers or functions have been transferred to or assumed by another person, body or authority, the reference shall be deemed to be a reference to the person, body or authority as then serves substantially the same objects as that person, body or authority.

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(Pacific Place)

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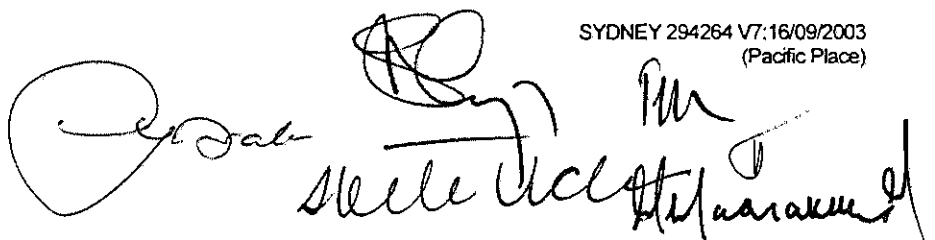
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1. **Terms of easement, profit a prendre, restriction or positive covenant numbered 1 in the plan**
 - 1.1 The Owner of the Lot Burdened must effect and keep current at all times Public Liability Insurance over the community parcel for an amount of \$50,000,000.
 - 1.2 The Owner of the Lot Burdened must ensure that the policy of insurance effected or required to be effected by the Owner of the Lot Burdened under clause 1.1 above:
 - (a) is with an insurer approved in writing by RIC and SRA (which approval shall not be unreasonably withheld);
 - (b) has no exclusion, endorsement or alteration unless first approved in writing by RIC and SRA acting reasonably;
 - (c) is in the name of the Community Association and notes the rights and interests of SRA and RIC.
 - 1.3 The Owner of the Lot Burdened must repair and maintain the membrane of the RES which forms part of the Lot Burdened to the Rail Standard.
 - 1.4 RIC and SRA acknowledge that the roof surface of the RES will not be waterproof and the Owner of the Lot Burdened will not be in breach of its obligations under this positive covenant if there are minor leaks in the RES.
 - 1.5 If at any time the operation of the Rail Infrastructure Facilities are impeded due to the condition of the membrane within the Lot Burdened not meeting the Rail Standard, RIC may serve a notice on the Owner of the Lot Burdened requiring work to be carried out to the membrane so that the Rail Standard is met.
 - 1.6 The Owner of the Lot Burdened must within a reasonable time at its cost repair that part of the membrane within the Lot Burdened to the Rail Standard.
 - 1.7 The Owner of the Lot Burdened acknowledges that the obligation to repair under this positive covenant applies even if the deterioration or damage to the membrane of the RES within the Lot Burdened is caused by an owner or occupier of Lot 6 in deposited plan 1058962.
 - 1.8 The fact that the deterioration or damage to the membrane of the RES within the Lot Burdened is caused by an owner or occupier of Lot 6 in deposited plan 1058962 is not a bar to proceedings by an Authority to enforce this positive covenant.

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2. Terms of easement, profit a prendre, restriction or positive covenant numbered 2 in the plan

An easement for Support and Shelter as defined in and the subject of section 8AA of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.

3. Terms of easement, profit a prendre, restriction or positive covenant numbered 3 in the plan

3.1 Subject to clause 3.4 the Owner of the Lot Burdened grants to the Authority and any Authorised User the right to enter the easement site at all times to:

- (a) cross, recross, sit, enjoy and relax; and
- (b) cycle along the cycleways provided within the easement site; and
- (c) walk along the walkways provided within the easement site.

3.2 The Community Association, acting reasonably, may remove any person entitled to exercise a right under this easement if that person does not comply with any safety rules the Community Association makes regarding the use of the easement site.

3.3 If the Community Association makes any safety rules regarding the use of the easement site, the Community Association must erect a sign which sets out those rules.

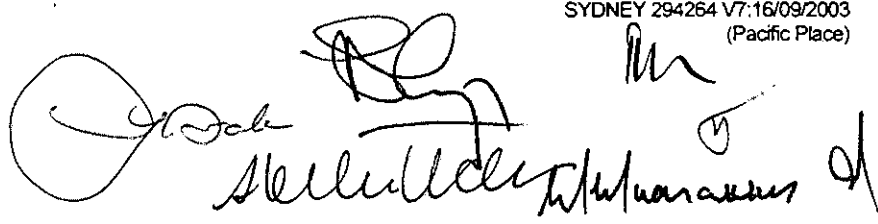
3.4 This Easement for Public Access does not take effect over those parts of the easement site which are immediately adjacent to or in front of buildings the subject of development consent numbers 20011425 and 2002/0487 until an occupation certificate is issued in respect of the building, the subject of those development consents.

4. Terms of easement, profit a prendre, restriction or positive covenant numbered 4 in the plan

4.1 The Owner of the Lot Benefited may:

- (a) by any reasonable means pass across the Lot Burdened to get to or from the Lot Benefited; and
- (b) do anything reasonably necessary for that purpose, including:
 - entering the Lot Burdened;
 - taking anything on to the Lot Burdened;

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- carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

4.2 In exercising those powers, the Owner of the Lot Benefited must:

- (a) ensure that all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

4.3 The Owner of the Lot Benefited may only do a thing under this easement within the site of this easement.

4.4 The Owner of the Lot Burdened may on giving reasonable notice to the Owner of the Lot Benefited temporarily close part or all of the easement site in order to carry out works on the Lot Burdened.

4.5 The rights conferred on the Owner of the Lot Benefited are suspended during the closure of part or all of the easement site under clause 4.4.

4.6 The Owner of the Lot Burdened must cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened in exercising its rights to close the easement site.

4.7 The rights conferred by clauses 4.4 to 4.6 inclusive of this easement terminate on the issue of an occupation certificate for a building constructed on the Lot Burdened and on and from that date clauses 4.4 to 4.6 inclusive of this easement are extinguished without further assurance.

5. Terms of easement, profit a prendre, restriction or positive covenant numbered 5 in the plan

5.1 An easement for Car Park Exhaust as if Car Park Exhaust was a service under section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) except for the purposes of section 8AB(4) and clause 7(1)(a) of Schedule 1B of that Act the proportions are as set out in the community management statement registered with this Plan.

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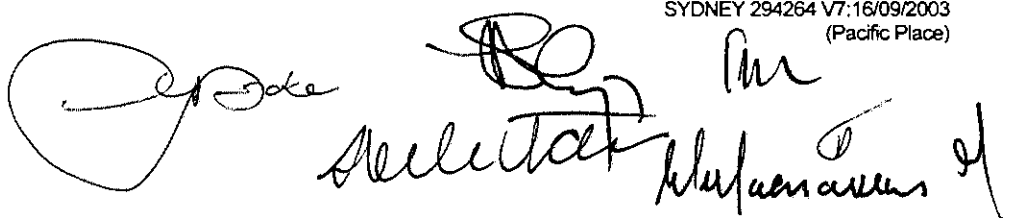
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- 6. Terms of easement, profit a prendre, restriction or positive covenant numbered 6 in the plan**
- 6.1 The Owner of the Lot Benefited may use the Lot Burdened for the purpose of carrying out work on the membrane to the RES of the Lot Burdened or the Lot Benefited which cannot otherwise reasonably be carried out within the Lot Benefited.
- 6.2 The Owner of the Lot Benefited must give the Owner of the Lot Burdened reasonable notice before exercising the rights conferred by clause 6.1 of this Instrument.
- 6.3 The Owner of the Lot Benefited may do anything reasonably necessary for that purpose, including:
- (a) entering the Lot Burdened;
 - (b) taking anything on to the Lot Burdened; and
 - (c) storing anything on the Lot Burdened.
- 6.4 In exercising those powers, the Owner of the Lot Benefited must:
- (a) ensure all work on the Lot Burdened is done properly and carried out as quickly as is practicable; and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.
- 7. Terms of easement, profit a prendre, restriction or positive covenant numbered 7 in the plan**
- 7.1 The Owner of the Lot Benefited shall be entitled to inspect the RES and inspect, repair, replace and maintain, rock anchors and horizontal ties (including those encroaching on lots 1,2,3,4 and 5 in the Plan) at reasonable times.
- 7.2 Before the Owner of the Lot Benefited or any person authorised by the Owner of the Lot Benefited enters the site of the easement under a power conferred by this easement, the Owner of the Lot Benefited or the person authorised by the Owner of the Lot Benefited must serve on the Owner of the Lot Burdened reasonable notice in writing of the Owner of

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the Lot Benefited's intention to enter the building or improvement on a day or days specified in the notice unless:

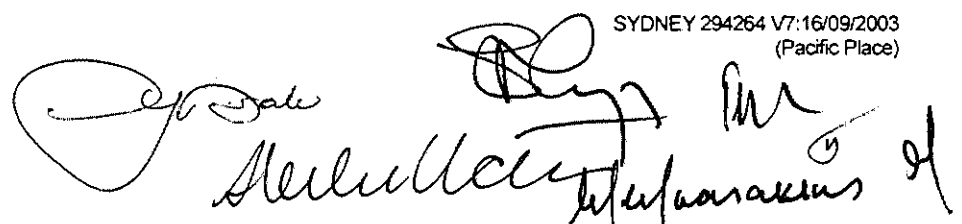
- (a) entry onto the site of the easement is made with the consent of the Owner of the Lot Burdened; or
- (b) entry is required for any emergency inspection or the taking of urgent remedial action to Rail Infrastructure Facilities or the RES or the rock anchors and horizontal ties, in which event the chief executive officer of the Owner of the Lot Benefited or a person nominated by the chief executive officer of the Owner of the Lot Benefited (either generally or in the particular case) must give the Owner of the Lot Burdened as much notice (oral or otherwise) as is practicable in the circumstances.

7.3 In exercising any right or rights the subject of this easement, the Owner of the Lot Benefited must:

- (a) cause as little inconvenience as is practicable to the Owner of the Lot Burdened and any occupier of the Lot Burdened;
- (b) cause as little damage as is practicable to the Lot Burdened and any building or structure on it;
- (c) restore the Lot Burdened as nearly as practicable to its former condition;
- (d) not detrimentally affect the structural integrity of the improvements on the Lot Burdened;
- (e) make good any collateral damage; and
- (f) obey any reasonable requirements and directions of the Owner of the Lot Burdened whilst on the Lot Burdened.

7.4 The Owner of the Lot Burdened indemnifies the Owner of the Lot Benefited against each claim, action, proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Owner of the Lot Benefited in connection with any breach of any provision of this easement by the Owner or an Agent of the Owner of the Lot Burdened.

7.5 Nothing in this easement shall limit the rights of the Owner of the Lot Burdened to make a claim against the Owner of the Lot Benefited if the Owner of the Lot Benefited or any of the Owner of the Lot Benefited's agents commits any negligent act or omission in exercising any of its functions under this easement.

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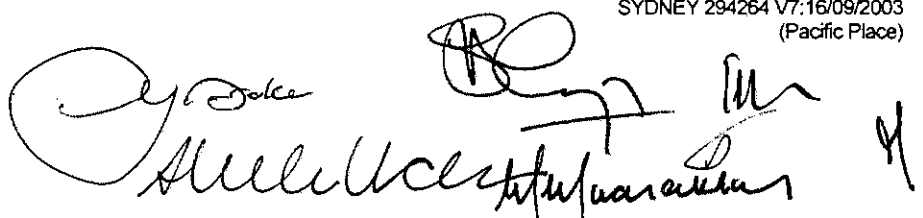
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7.6 With respect to compensation:

- (a) the Owner of the Lot Benefited must compensate the Owner of the Lot Burdened for damage suffered by it as a result of the exercise of functions by the Owner of the Lot Benefited under this easement except to the extent caused or contributed to by any negligent or wilful act or omission of the Owner of the Lot Burdened;
- (b) for the avoidance of doubt, the Owner of the Lot Burdened is not entitled to claim or recover any payment or other benefit merely because Rail Infrastructure Facilities are situated on the SRA Land or the Lot Burdened, subsequently constructed on the SRA Land or used by the Owner of the Lot Benefited or any person authorised by the Owner of the Lot Benefited;
- (c) any claim for compensation by the Owner of the Lot Burdened for damage caused by the exercise of functions by the Owner of the Lot Benefited under this easement must be made in writing to the chief executive officer of the Owner of the Lot Benefited within 12 months after the right to claim arose or within such further time as may be agreed by the chief executive officer of the Owner of the Lot Benefited;
- (d) compensation may be made by reinstatement, repair, construction of works or payment;
- (e) compensation must include costs for demolition, removal of rubble, reinstatement and damages;
- (f) if compensation is to be made by payment, the amount of the compensation is the higher of the value of the building or structure or the amount calculated in accordance with (e) above as agreed between the Owner of the Lot Benefited and the Owner of the Lot Burdened, each acting reasonably. In this clause 7.6(f), "value" means the higher of:
 - (1) the market value of the building or structure; or
 - (2) the cost of replacement of the building or structure on a new for old basis;
- (g) if the Owner of the Lot Benefited and the Owner of the Lot Burdened cannot, within a reasonable time agree on the amount of compensation, the matter is to be referred to the Expert for resolution;
- (h) the Expert shall be instructed to:
 - (1) decide the dispute within the shortest practicable time; and
 - (2) deliver a report stating his opinion with respect to the matters in dispute, setting out the reasons for his decision;

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- (i) the Expert shall decide the procedures to be followed in order to resolve the dispute;
- (j) the parties must promptly provide the Expert with all information and assistance he reasonable requests for the purpose of resolving the dispute;
- (k) the Expert shall act as an independent expert, not an arbitrator;
- (l) the Expert's decision shall be conclusive and final and binding on the parties (except in the case of manifest error);
- (m) each party shall bear its own costs relating to the resolution of a dispute under this clause; and
- (n) each party shall bear one half of the costs of the Expert.

7.7 The Owner of the Lot Burdened waives any entitlement in respect of and releases the Owner of the Lot Benefited, the SRA and any agent of the Owner of the Lot Benefited or the SRA from:

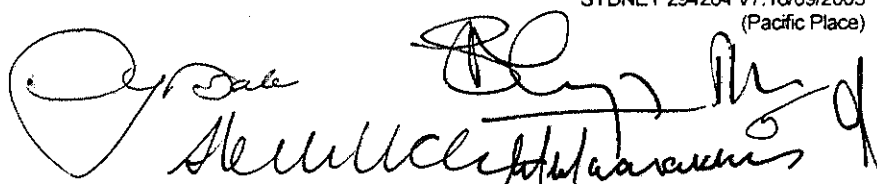
- (a) all claims, actions, demands, proceedings and liability which it may have or claim to have or but for this release might have had against the Owner of the Lot Benefited, the SRA or any agent of the Owner of the Lot Benefited or the SRA arising directly from the exercise of performance by the Owner of the Lot Benefited, the SRA or any agent of the Owner of the Lot Benefited or the SRA of any of the Owner of the Lot Benefited's or the SRA's rights or obligations under this easement;
- (b) all claims, actions, demands, proceedings and liability which it may have or claim to have or but for this release might have had against the Owner of the Lot Benefited, the SRA or any Agent of the Owner of the Lot Benefited or the SRA arising directly or indirectly from any nuisance, noise, vibration, electrolysis or any other type of interference arising directly or indirectly from the exercise or performance by the Owner of the Lot Benefited, the SRA or any agent of the Owner of the Lot Benefited or the SRA of any of the Owner of the Lot Benefited's or the SRA's rights or obligations under this easement.

7.8 The release under clause 7.7 above will not apply in the case of any negligent act or omission by the Owner of the Lot Benefited, the SRA or any agent of the Owner of the Lot Benefited or the SRA or any breach of this easement by the Owner of the Lot Benefited, the SRA or any agent of the Owner of the Lot Benefited or SRA.

8. Terms of easement, profit a prendre, restriction or positive covenant numbered 8 in the plan

8.1 The Owner of the Lot Burdened grants to the Authority Benefited the full, free and unimpeded right to have each and every part of any structure of the roadway adjacent to the Lot Burdened supported, upheld and maintained vertically and horizontally by the soil

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of (where applicable), and each structure on, the Lot Burdened or any part of it which is capable of affording support.

8.2 In this easement, structure includes floors, steps and staircases, brick walls, the ends of flooring boards, joists, bearers, columns, iron, steel, timber, reinforced concrete and other materials already inserted or to be inserted and or used in the structure of any part of any building or structure.

9. Terms of easement, profit a prendre, restriction or positive covenant numbered 9 in the plan

9.1 The Owner of the Lot Burdened grants to the Owner of the Lot Benefited the full, free and unimpeded right to have each and every part of any structure of the driveway adjacent to the Lot Burdened supported, upheld and maintained vertically and horizontally by the soil of (where applicable), and each structure on, the Lot Burdened or any part of it which is capable of affording support.

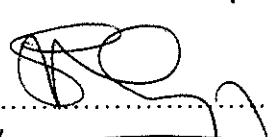
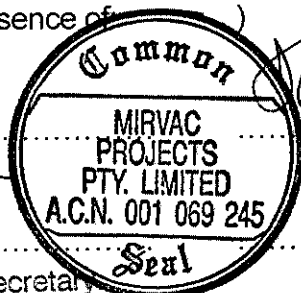
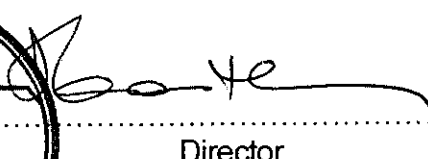
9.2 In this easement, structure includes floors, steps and staircases, brick walls, the ends of flooring boards, joists, bearers, columns, iron, steel, timber, reinforced concrete and other materials already inserted or to be inserted and or used in the structure of any part of any building or structure.

10. Terms of easement, profit a prendre, restriction or positive covenant numbered 10 in the plan

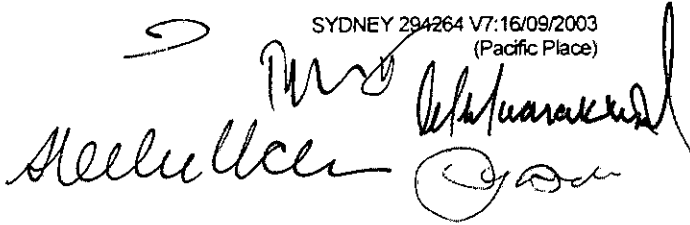
10.1 The Owner of the Lot Burdened grants to the Owner of the Lot Benefited the full, free and unimpeded right to have each and every part of any structure of the pathway adjacent to the Lot Burdened supported, upheld and maintained vertically and horizontally by the soil of (where applicable), and each structure on, the Lot Burdened or any part of it which is capable of affording support.

10.2 In this easement, structure includes floors, steps and staircases, brick walls, the ends of flooring boards, joists, bearers, columns, iron, steel, timber, reinforced concrete and other materials already inserted or to be inserted and or used in the structure of any part of any building or structure.

The common seal of **Mirvac Projects Pty Limited** was affixed in the presence of

		
Secretary		Director
SC Myers		IAN COSTLEY
Name (printed) Company Secretary		Name (printed) Director

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The Common Seal of STATE RAIL AUTHORITY
OF NEW SOUTH WALES was hereunto affixed

In the presence of:-

Signed for and on behalf of)
~~State Rail Authority~~)
in the presence of:)

Abellulis
Witness Signature

M. Maasackers
Signature Corporate Secretary

Margot Christine Maasackers

HELEN VICKERS
Full Name

Full Name

Title: *CORPORATE COUNSEL*

Signed for and on behalf of)
Rail Infrastructure Corporation)
in the presence of:)

England
Witness Signature

J. Minchin
Signature

Lorraine England
Full Name

John Gregory Minchin
Full Name

THE COMMON SEAL OF THE COUNCIL OF THE
CITY OF WILLOUGHBY WAS HERETO AFFIXED
ON THE SEVENTH DAY OF OCTOBER 2003
PURSUANT TO A RESOLUTION OF COUNCIL
PASSED ON THE ELEVENTH DAY OF AUGUST
2003.



[Signature]
DEPUTY MAYOR

[Signature]
A/GENERAL MANAGER

EXECUTED by TOWER Trust)
(N S W) Limited by its duly)
constituted Attorney)
Wanda Matus
and *Yvonne Orale*
under Power of Attorney No 841)
Book No. 4385)
Dated 22-04-03)

[Signature]
SENIOR ADMINISTRATOR
TT (NSW) LTD
[Signature]
ADMINISTRATION MANAGER
TT (NSW) LTD

(DOCUMENT 2)

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

(Sheet 1 of 9 sheets)

DP270368

Plan of Subdivision of Lot 5 D.P.270368
covered by Subdivision Certificate No
2007/6 of 23.5.07
and Easement affecting Lot 6 DP1058962

Full name and address of the owner of
the land:

Mirvac Projects Pty Limited
Level 5, 40 Miller Street
NORTH SYDNEY NSW 2060

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 (Limited in Stratum)	6	7, Willoughby City Council
2	Restriction on the Use of Land	6	Willoughby City Council
3	Positive Covenant	6	Willoughby City Council
4	Restriction on the Use of Land	6	Willoughby City Council
5	Easement for Public Access (PA) (Limited in Stratum)	6 6/DP1058962	Willoughby City Council

Part 2 (Terms)

1 Terms of Easement for Support numbered 1 in the plan

1.1 Interpretation and Definitions

Unless the contrary intention appears, the following terms have the following meanings:

Authorised User means any person authorised by the Authority Benefited for the purposes of the Easement created by this Instrument, and includes where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.


.....
Council Authorised Person

DP270368

Plan of Subdivision of Lot 5 D.P.270368
covered by Subdivision Certificate No
of

and Easement affecting Lot 6 DP1058962

Full name and address of the owner of
the land:

Mirvac Projects Pty Limited
Level 5, 40 Miller Street
NORTH SYDNEY NSW 2060

Authority means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

Authority Benefited means the Authority having the benefit of an Easement under this Instrument or where:

- (a) the Authority is re-constituted, reconstructed, renamed or replaced by another body;
- (b) the whole or a substantial part of the Authority's business or property is transferred to or vested in another body;
- (c) the power or functions of that Authority are transferred to another body; or
- (d) the Authority ceases to exist and is replaced by another body which serves substantially the same purposes or objects as that body,

that other body and where that or any subsequent body becomes subject to any of the circumstances set out in paragraphs (a) to (d) inclusive, then that further other body.

Conveyancing Act means the Conveyancing Act 1919 (NSW).

Council means Willoughby City Council.

Easement includes the easement created in this Instrument.

Easement Site in relation to the Easement, means:

- (a) the site of the Easement identified in the Plan; and
- (b) all items within the site of an Easement identified in the Plan which are the subject of the Easement.

Grantee means:

- (a) the Council; and
- (b) an Authority Benefited.

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

Instrument means this section 88B instrument.

Lot Benefited means the whole or any part of a lot having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot having the burden of an Easement.

Management Act means the Strata Schemes Management Act 1996 (NSW).


.....
Council Authorised Person

DP270368

Plan of Subdivision of Lot 5 D.P.270368
covered by Subdivision Certificate No
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and Easement affecting Lot 6 DP1058962

Full name and address of the owner of
the land:

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NORTH SYDNEY NSW 2060

Occupier means each lessee or licensee from time to time (including each subordinate or under lessee or licensee) of a Lot Burdened.

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Public Road has the meaning given to that term in the Roads Act 1993 (NSW).

Security Key means a key or other magnetic device used to open and close gates.

Strata Plan means a strata plan registered under the Act.

Strata Scheme means a strata scheme created under the Act.

1.2 Unless a contrary intention appears, a reference in this Instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(meaning not limited)** the words "include", "including", "for example", "amongst other things" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings do not affect the interpretation of this Instrument.

1.4 Covenants and agreements between Grantee and Grantor

The conditions, covenants and restrictions in this Instrument, including those within this clause and the Easement, are covenants and agreements between:

- (a) the Authority Benefited and its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) the Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easement.


.....
Council Authorised Person

DP270368

Plan of Subdivision of Lot 5 D.P.270368
covered by Subdivision Certificate No
of

and Easement affecting Lot 6 DP1058962

Full name and address of the owner of
the land:

Mirvac Projects Pty Limited
Level 5, 40 Miller Street
NORTH SYDNEY NSW 2060

1.5 Complying with this Instrument

- (a) This clause 1.5 applies to the Easement.
- (b) The Authority Benefited and Grantor must, as appropriate, comply with the terms of the Easement.
- (c) For the Easement, the Authority Benefited must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the Instrument when they exercise their rights or comply with their obligations under this Instrument.
- (d) If a notice to the Grantor is required to be given under this Instrument, that notice must also be given to each Occupier. If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

1.6 Terms

- (a) The Grantor grants to the Authority Benefited the right for the Public Road within the Lot Benefited to be supported by the Lot Burdened to the extent that the public road within the Lot Benefited derives support from the Lot Burdened on the conditions set out in this Easement.
- (b) The Grantor must, at its own cost, maintain and repair the support to that part of the Lot Burdened which is capable of affording support to the Lot Benefited as a public road at all times by, amongst other things, ensuring that the support (including any membrane that provides support to the Lot Benefited) is regularly inspected, maintained, repaired and kept in a sound and safe structural condition.
- (c) If the Grantor does not maintain the support provided by the Lot Burdened to the Lot Benefited as required under clause 1.6(b), the Authority Benefited may (without limiting or prejudicing the Authority Benefited's right to make a claim against the Grantor for failing to comply with its obligations), at the cost of the Grantor, do anything reasonably necessary for the purpose of exercising its rights under this Easement, including:
 - (i) carrying out work on the Lot Burdened to ensure that support is maintained to the Lot Benefited, including additional supporting works reasonably necessary; and


.....
Council Authorised Person

DP270368


Plan of Subdivision of Lot 5 D.P.270368
covered by Subdivision Certificate No
of

and Easement affecting Lot 6 DP1058962

Full name and address of the owner of
the land:

Mirvac Projects Pty Limited
Level 5, 40 Miller Street
NORTH SYDNEY NSW 2060

-
- (ii) entering the Lot Burdened with or without tools and equipment and remaining there for any reasonable period of time for that purpose.
 - (d) In exercising its rights under this Easement the Authority Benefited must:
 - (i) ensure that all work is done properly; and
 - (ii) cause as little interference as reasonably practicable to the Grantor or to any Occupier;
 - (iii) cause as little damage as is reasonably practicable to the Lot Burdened and any improvements on it; and
 - (iv) if material damage (being material damage arising because the Authority Benefited has not complied with paragraphs (a), (b) or (c) of this clause 1.6(d)) is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.
 - (e) Except when urgent work is required, the Authority Benefited must:
 - (i) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened; and
 - (ii) only enter the Lot Burdened during times reasonably agreed with the Grantor; and
 - (iii) comply with the reasonable directions of the Grantor (which term, for the purposes of this clause 1.6) includes an Owners Corporation but does not include any lessee under a lot lease in a Strata Scheme registered in respect of the Lot Burdened) relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee.
 - (f) Subject to clause 1.6(g), the Grantor releases and indemnifies, and keeps indemnified, the Authority Benefited from and against all damage, expense, loss or liability of any nature suffered or incurred by the Authority Benefited that is caused by the support malfunctioning or not working or by reason of the Authority Benefited carrying out the repairs or maintenance works contemplated under clause 1.6(d), including:
 - (i) all costs incurred by the Authority Benefited under clause 1.6(c); and


Council Authorised Person

DP270368

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Full name and address of the owner of
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Mirvac Projects Pty Limited
Level 5, 40 Miller Street
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- (ii) loss or damage to the property of the Authority Benefited; and
 - (iii) damage, expense, loss or liability in respect of loss or damage to any other property; and
 - (iv) damage, expense, loss or liability in respect of personal injury, disease, illness or death.
- (g) The Grantor's release and indemnity under clause 1.6(f) will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Authority Benefited or its officers, employees, contractors or agents.
- (h) Despite any other provision of this Easement, the benefit granted under this Easement is subject to the Authority Benefited and its Authorised Users adhering to the following maximum design loads when using the Public Road within the Lot Benefited:
- (i) For any roadways and driveway areas within the Lot Benefited a maximum load of 15.0 kilopascals; and
 - (ii) For any footways and walkway areas within the Lot Benefited a maximum load of:
 - (A) 15.0 kilopascals, where the load applied arises out of or is caused by force applied by vehicles, improvements, structures, machinery or equipment on the Lot Benefited which are not fixtures and are not permanently located on the footway and walkway and;
 - (B) 5.0 kilopascals, where the load applied arises out of or is caused by force applied by fixtures, vehicles, improvements, structures, machinery or equipment on the Lot Benefited which are permanently located or erected on the footway and walkway.
- (i) The Authority Benefited must keep and maintain appropriate signage (as determined by the Authority Benefited) within the Lot Benefited to alert Authorised Users to the maximum design loads specified in this Easement.
- (j) For the sake of clarity, the following table confirms the loads imposed by various standard vehicles:

Vehicle Type	Mass - fully laden (tonnes)	Max Load Applied (kPa)
Removalist Van - 50m3	15.2	6.0


Council Authorised Person

DP270368

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Garbage Truck – 19m3	25.0	10.5
Concrete Truck – 5m3	20.9	12.0
Fire Engine – 37m aerial ladder platform	27.5	10.0

Name of person empowered to release, vary or modify easement, profit à prendre, restriction or positive covenant numbered 1 in the plan

Willoughby City Council

2 Terms of Restriction on Use of Land numbered 2 in the plan

- 2.1 No car space forming the lot burdened (or part of it) may be used by persons who are not an owner, tenant or occupant of a lot in the strata plan or a visitor.
- 2.2 An owner, tenant or occupant of the lot burdened must not:
 - (a) grant or permit to be granted any lease, licence or sublease (in the case of a tenant of the lot) or otherwise part with possession of any car space forming the lot burdened (or part of it); or
 - (b) transfer any car space forming the lot burdened (or part of it) other than to a tenant or occupier of a lot in the strata plan.

Name of person empowered to release, vary or modify easement, profit à prendre, restriction or positive covenant numbered 2 in the plan

Willoughby City Council

3 Terms of Positive Covenant numbered 3 in the plan

- 3.1 This positive covenant relates to the stormwater detention tank identified on the plan and associated pipes and structures (**System**).
- 3.2 The owner of the lot burdened will at all times ensure that in respect of the System:
 - (a) all pits, tanks, pipe lines, orifice plates, trench barriers, walls, earth banks and other structures are cleaned, maintained and repaired; and
 - (b) regularly mow, remove grass clippings and debris as necessary to ensure the efficient operation from time to time and at all times of the System.
- 3.3 Willoughby City Council (**Council**) has the right to enter on the lot burdened 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):



.....
Council Authorised Person

DP270368

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Full name and address of the owner of
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Mirvac Projects Pty Limited
Level 5, 40 Miller Street
NORTH SYDNEY NSW 2060

- (a) to view the state of repair of the System;
- (b) to ascertain whether or not there has been any breach of the terms of this covenant; and
- (c) to carry out any work required to remedy a breach of the terms of this covenant in accordance with clause 3.4.

3.4 The Council can only carry out work under clause 3.3(c) if the Council has given the owner of the lot burdened written notice requiring a breach of this covenant to be remedied within 14 days and the owner of the lot burdened has not taken any steps to remedy the breach specified in the notice.

3.5 If the Council carries out work in accordance with clause 3.3(c) without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the owner of the lot burdened on demand.

Name of person empowered to release, vary or modify easement, profit à prendre, restriction or positive covenant numbered 3 in the plan

Willoughby City Council

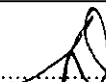
4 Terms of Restriction on Use of Land numbered 4 in the plan.

4.1 This restriction on user relates to the stormwater detention tank identified on the plan and associated pipes and structures (**System**).

4.2 The owner of the lot burdened covenants with Willoughby City Council (**Council**):

- (a) not to erect or suffer to permit any building, structure or erection on the whole or erection on the part of the lot 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 owner of the lot burdened of his obligations under the positive covenant created by this plan 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 prior written consent from the Council.

Name of authority empowered to release, vary or modify easement, profit à prendre, restriction or positive covenant numbered 4 in the plan



.....
Council Authorised Person

DP270368

Plan of Subdivision of Lot 5 D.P.270368
covered by Subdivision Certificate No
of

and Easement affecting Lot 6 DP1058962

Full name and address of the owner of
the land:

Mirvac Projects Pty Limited
Level 5, 40 Miller Street
NORTH SYDNEY NSW 2060

Willoughby City Council

5 Terms of Easement for Public Access numbered 5 in the plan

5.1 Unless the contrary intention appears, the following terms have the following meanings:

Authorised User means any person authorised by the Authority Benefited.

Authority means any authority having the benefit of this easement.

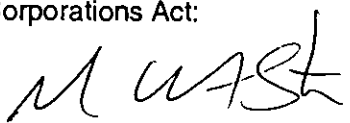
5.2 The owner of the lot burdened grants to the Authority and any Authorised User the right to enter the easement site at all times to:


- (a) cross, recross, sit, enjoy and relax;
- (b) cycle along the cycleways provided within the easement site;
- (c) walk along the walkways provided within the easement site; and
- (d) use the lift provided within the easement site for the purpose of accessing the child care centre on Level 4 within the strata plan to be registered over lot 5 in DP270368.

Name of person empowered to release, vary or modify easement, profit à prendre, restriction or positive covenant numbered 5 in the plan


Willoughby City Council

Executed by **Mirvac Projects Pty ACN 001069245**
Limited pursuant to Section 127 of the
Corporations Act:



 Secretary **Michael GA Smith**
Gwyn Arnold


 Director *SECRET DRAFT*

 Council Authorised Person
 Willoughby City Council



THE COMMON SEAL OF THE COUNCIL OF THE CITY OF WILLOUGHBY WAS HERETO AFFIXED ON THE 23RD DAY OF MAY 2007 PURSUANT TO A RESOLUTION OF COUNCIL PASSED ON THE 28TH DAY OF NOVEMBER 2005.


 GENERAL MANAGER


 MAYOR

REGISTERED  *HC 21.8.2007*

NAME OF DEVELOPMENT, IF ANY
PACIFIC PLACE

ADDRESS FOR SERVICE OF NOTICE
11 RAILWAY STREET
CHATSWOOD 2067

DP270368

N

FOR REFERENCE TO ADDITIONAL SHEETS SEE SCHEDULE BELOW

REGISTERED: *MS* 17-11-2003

THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISIONAL PATTERN OF THE SCHEME. FOR DETAILS OF SUCH UPDATES AND ADDITIONAL AND REPLACEMENT SHEETS ADDED SEE SCHEDULE BELOW.

APPROVAL NO. 2003/0351

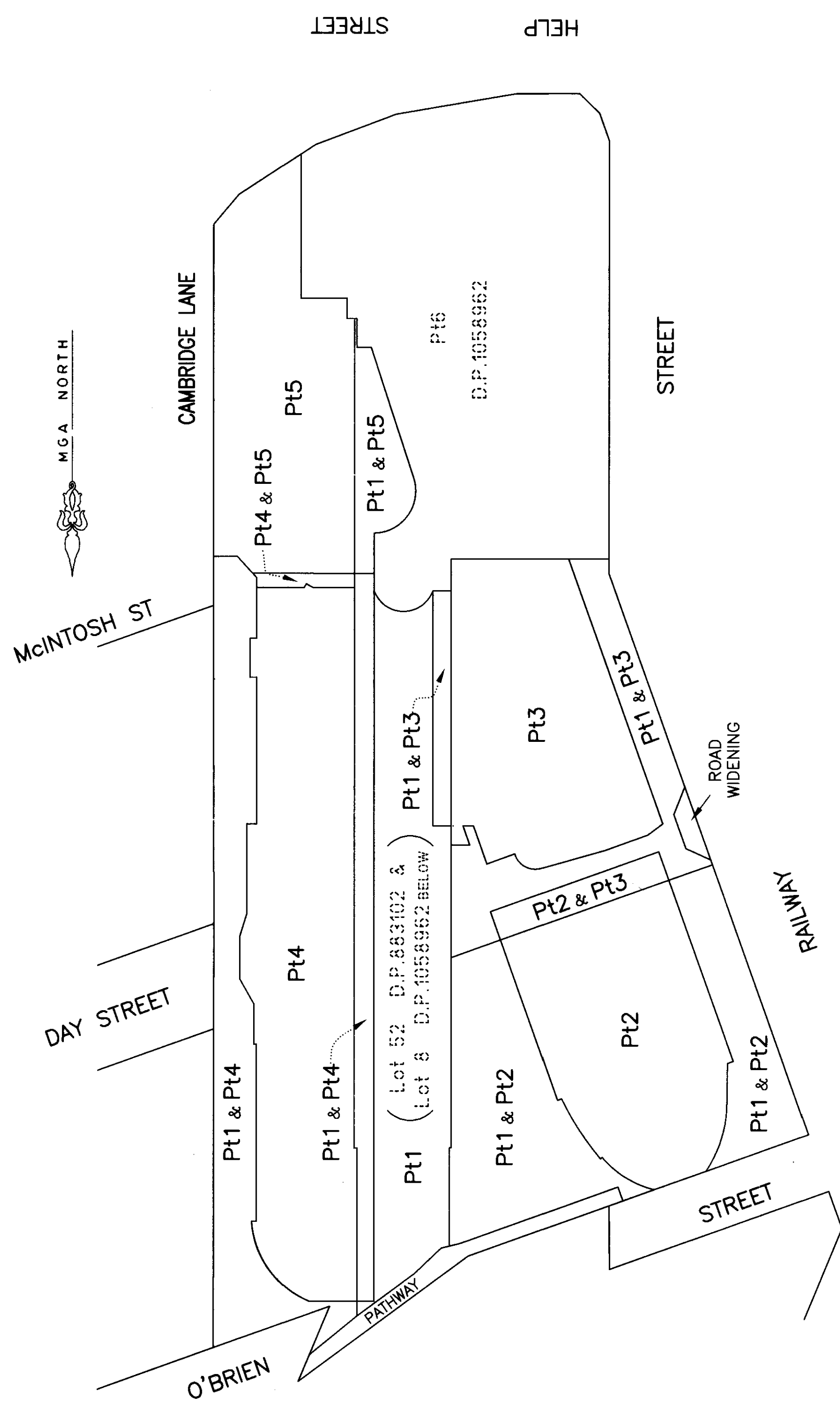
DATE: *17-11-2003*
GENERAL SURVEYER/AUTHORISED PERSON

SURVEYORS SIGNATURE: *R.W. Barber*
DATE: 16/09/2003

SCHEDULE OF CHANGES TO THE SCHEME

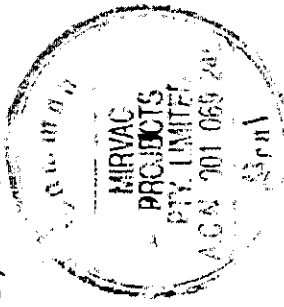
LOT No.	DETAILS	SHEET No.
2	SP 71281	13-17
4	SP 72060	
3	SP 74513	
5	SUBDIVIDED INTO LOTS 6 & 7	
6	SP79233	

LOCATION DIAGRAM



NOTE:
THIS PLAN IS INDICATIVE ONLY DUE TO NUMEROUS BOUNDARIES IN STRATUM.

SIGNATURES, AND SEALS ONLY



S. MYERS SECRETARY

EXECUTED BY TOWER Trust (NSW) Limited by its duly constituted Attorney...



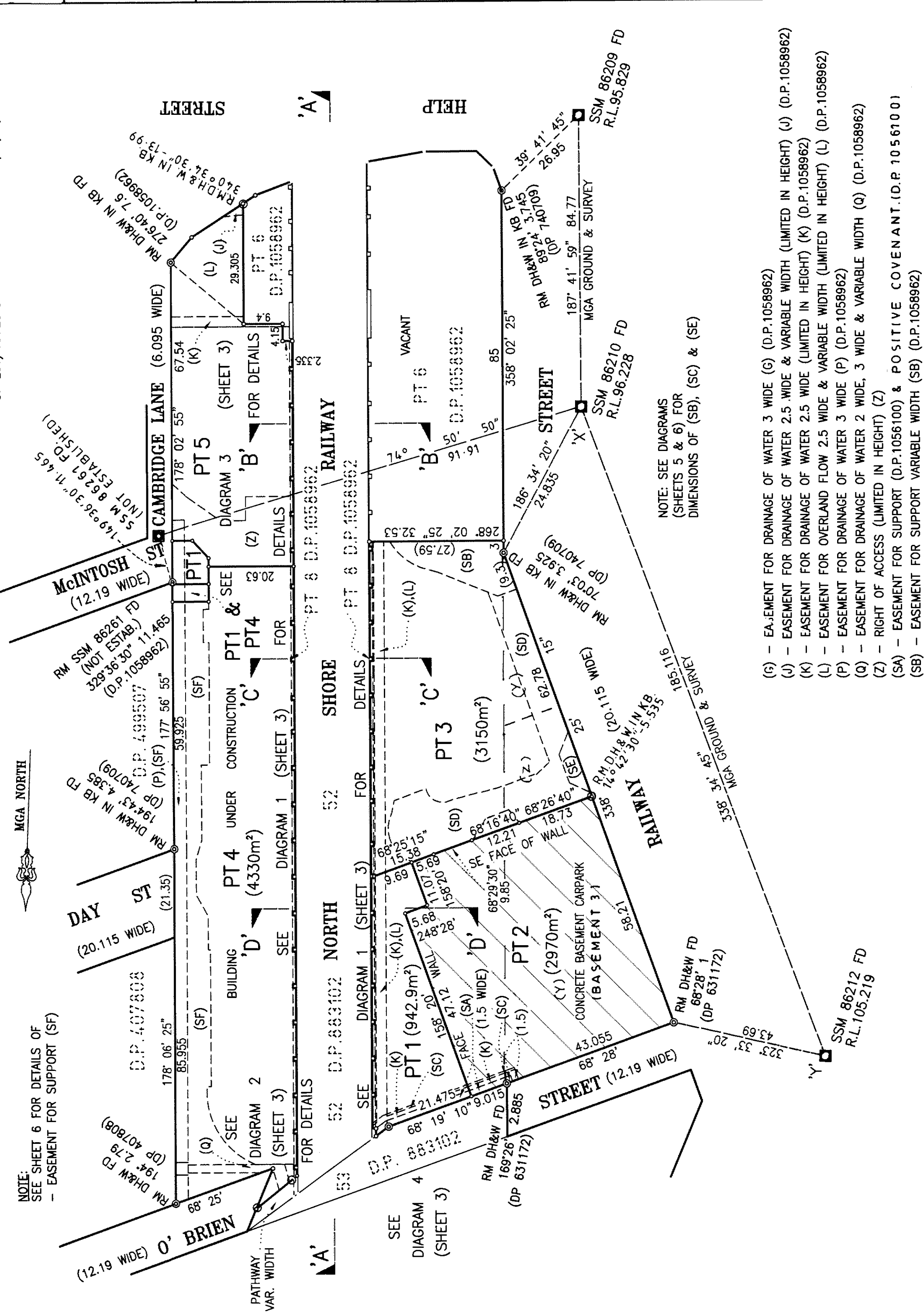
THE COMMON SEAL OF THE COUNCIL OF THE CITY OF WILLOUGHBY WAS HEREIN PLACED ON THE 7TH DAY OF OCTOBER 2003.

Department of Land and Water Conservation Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown hereon have been given.

Subdivision Certificate I certify that the provisions of s.109 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed Subdivision.

Table with columns: MARK, EAST, NORTH, ZONE, CLASS, ORDER, R.L., ACC'Y. Rows include SSM 86209, SSM 86210, SSM 86212.

NOTE: CONNECTIONS TO SSMs & PMS SHOWN ARE FOR SURVEY INFORMATION AND ARE DIAGRAMMATIC ONLY



LAND BELOW R.L.96.0. LOTS 1, 2, 3, 4 & 5 AT THIS LEVEL ARE LIMITED IN HEIGHT BY THE LEVEL PLANE AT R.L.96.0 AND ARE UNLIMITED IN DEPTH. LOT 1 IS COMMUNITY PROPERTY.

DETAIL PLAN (IN 9 SHEETS)

POSITIVE COVENANT (WHOLE OF LOT) & EASEMENT FOR REPAIR (WHOLE OF LOT) AFFECT THE WHOLE OF LOT 1. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT) AFFECTS THE WHOLE OF LOTS 1 & 2. RIGHT TO INSPECT RAIL ENCLOSURE STRUCTURE (WHOLE OF LOT) AFFECTS THE WHOLE OF LOTS 1, 2, 3, 4 & 5.

DP270368. Registered: CA. SEE CERTIFICATE. Title System: TORRENS. Purpose: SUBDIVISION. Ref Map: U 0952-323. Last Plan: DP1058962. PLAN OF SUBDIVISION OF LOT 7 D.P.1058962 & EASEMENT OVER THE WHOLE OF LOT 6 D.P.1058962. Lengths are in metres. Reduction Ratio 1:800. LGA: WILLOUGHBY. Locality: CHATSWOOD. Parish: WILLOUGHBY. County: CUMBERLAND. This is sheet 2 of my plan in 12 sheets (Delete if inapplicable). Surveying Regulation 2001. ROBERT WILLIAM BARKER of 15, 17 Randle St, Surry Hills NSW, 2010 a surveyor registered under the Surveying Act, 2007 certifies that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2001 and was completed on 12/10/2003. The survey relates to: (Specify the land actually surveyed or specify 'my land shown in the plan that is not the subject of the survey'). Signature: R.W. Barker, Dated: 16/9/2003. Surveyor registered under the Surveying Act, 2002. Datum Line: 'X', 'Y'. Type: Urban. Plans used in preparation of survey/accumulation: D.P. 883102 D.P.1018202 D.P.1056100 D.P.1058962. 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. IT IS INTENDED TO DEDICATE THE ROAD WIDENING OF RAILWAY STREET TO THE PUBLIC AS ROAD, LIMITED IN DEPTH PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE: 1. POSITIVE COVENANT (WHOLE OF LOT) 2. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT) 3. EASEMENT FOR PUBLIC ACCESS (LIMITED IN HEIGHT) (U) 4. RIGHT OF ACCESS (LIMITED IN HEIGHT) (Z) 5. EASEMENT FOR CARPARK EXHAUST (B) 6. EASEMENT FOR REPAIR (WHOLE OF LOT) 7. RIGHT TO INSPECT RAIL ENCLOSURE STRUCTURE (WHOLE OF LOT) (LIMITED IN HEIGHT) (L) 8. EASEMENT FOR SUPPORT (SE) 9. EASEMENT FOR SUPPORT (SF) 10. EASEMENT FOR SUPPORT (SD) AND TO PARTIALLY RELEASE: 1. EASEMENT FOR CONSTRUCTION (D.P.1058962) LOTS 2,3,4 & 5 ARE DEVELOPMENT LOTS. EASEMENT FOR CONSTRUCTION (WHOLE OF LOT) VIDE DP1058962 AFFECTS THE WHOLE OF LOTS 1 TO 5 INCLUSIVE. ALL LEVELS ON AUSTRALIAN HEIGHT DATUM SEE SHEET 10 FOR SECTIONS. (SA) LAND EXCLUDES MINERALS. NOTE: SEE DIAGRAMS (SHEETS 5 & 6) FOR DIMENSIONS OF (SB), (SC) & (SE). (G) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE (G) (D.P.1058962) (J) - EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE & VARIABLE WIDTH (LIMITED IN HEIGHT) (J) (D.P.1058962) (K) - EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (LIMITED IN HEIGHT) (K) (D.P.1058962) (L) - EASEMENT FOR OVERLAND FLOW 2.5 WIDE & VARIABLE WIDTH (LIMITED IN HEIGHT) (L) (D.P.1058962) (P) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE (P) (D.P.1058962) (Q) - EASEMENT FOR DRAINAGE OF WATER 2 WIDE, 3 WIDE & VARIABLE WIDTH (Q) (D.P.1058962) (Z) - RIGHT OF ACCESS (LIMITED IN HEIGHT) (Z) (SA) - EASEMENT FOR SUPPORT (D.P.1056100) & POSITIVE COVENANT (D.P.1056100) (SB) - EASEMENT FOR SUPPORT VARIABLE WIDTH (SB) (D.P.1058962) (SC) - EASEMENT FOR SUPPORT 1.5 WIDE & VARIABLE WIDTH (SC) (D.P.1058962) (SD) - EASEMENT FOR SUPPORT (SD) (SE) - EASEMENT FOR SUPPORT (SE) (SF) - EASEMENT FOR SUPPORT (SF) (SA) LAND EXCLUDES MINERALS. EASEMENT FOR CONSTRUCTION (WHOLE OF LOT) VIDE DP1058962 AFFECTS THE WHOLE OF LOTS 1 TO 5 INCLUSIVE. ALL LEVELS ON AUSTRALIAN HEIGHT DATUM SEE SHEET 10 FOR SECTIONS. (SA) LAND EXCLUDES MINERALS. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION. SURVEYOR'S REFERENCE: 990532 COMM. PAPER RETAINED PERMANENTLY. x:\99JOBS\990532_PACIFIC-PLACE\COMMUNITY SHEET-02.DWG

DP270368

Registered: *R. W. Barber*

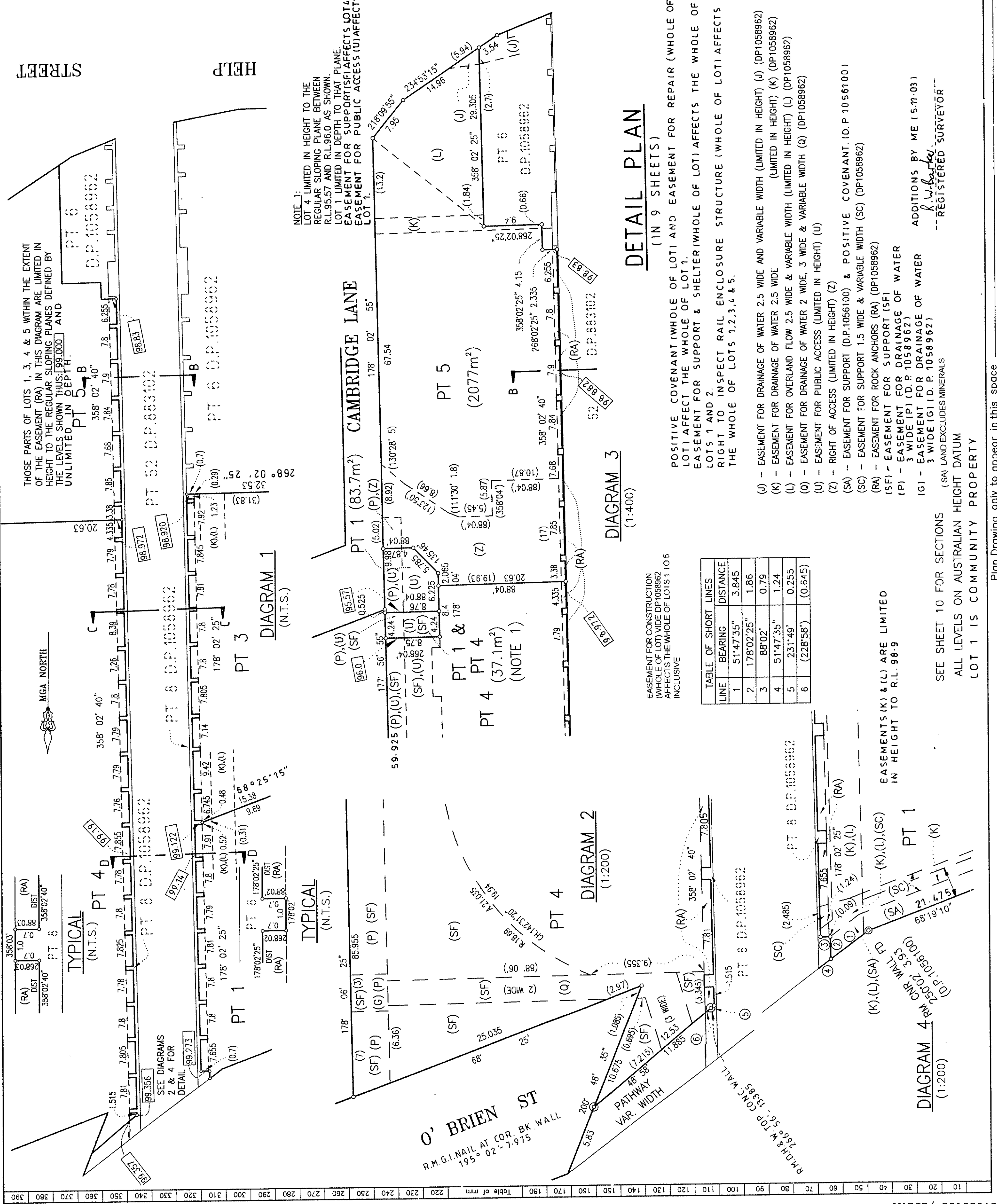
This is sheet 3 of my plan in 12 sheets dated 16/9/2003

Surveyor registered under Surveying Act, 2002

This is sheet 3 of the plan of 12 sheets covered by subdivision certificate No. 9 of 2003

R. W. Barber
General Manager / Accredited Certifier

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



DETAIL PLAN
(IN 9 SHEETS)

POSITIVE COVENANT (WHOLE OF LOT) AND EASEMENT FOR REPAIR (WHOLE OF LOT) AFFECT THE WHOLE OF LOT 1.
EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT) AFFECTS THE WHOLE OF LOTS 1 AND 2.
RIGHT TO INSPECT RAIL ENCLOSURE STRUCTURE (WHOLE OF LOT) AFFECTS THE WHOLE OF LOTS 1, 2, 3, 4 & 5.

- (J) - EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE AND VARIABLE WIDTH (LIMITED IN HEIGHT) (U) (DP1058962)
- (K) - EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (LIMITED IN HEIGHT) (K) (DP1058962)
- (L) - EASEMENT FOR OVERLAND FLOW 2.5 WIDE & VARIABLE WIDTH (LIMITED IN HEIGHT) (L) (DP1058962)
- (Q) - EASEMENT FOR DRAINAGE OF WATER 2 WIDE, 3 WIDE & VARIABLE WIDTH (Q) (DP1058962)
- (U) - EASEMENT FOR PUBLIC ACCESS (LIMITED IN HEIGHT) (U)
- (Z) - RIGHT OF ACCESS (LIMITED IN HEIGHT) (Z)
- (SA) - EASEMENT FOR SUPPORT (D.P. 1056100) & POSITIVE COVENANT (I.D.P. 1056100)
- (SC) - EASEMENT FOR SUPPORT 1.5 WIDE & VARIABLE WIDTH (SC) (DP1058962)
- (RA) - EASEMENT FOR ROCK ANCHORS (RA) (DP1058962)
- (SF) - EASEMENT FOR SUPPORT (SF)
- (PI) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE (PI) (D.P. 1058962)
- (G) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE (G) (I.D.P. 1058962)
- (SA) LAND EXCLUDES MINERALS

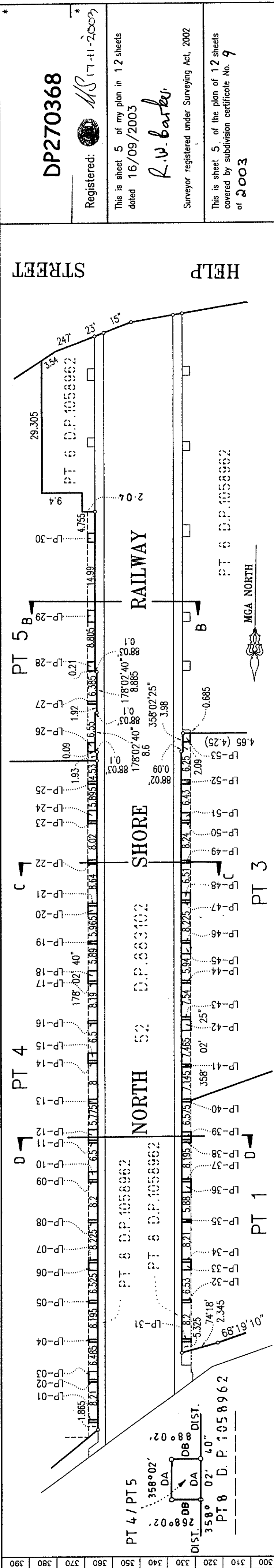
TABLE OF SHORT LINES

LINE	BEARING	DISTANCE
1	51°47'35"	3.845
2	178°02'25"	1.86
3	88°02'	0.79
4	51°47'35"	1.24
5	231°49'	0.255
6	(228°58')	(0.645)

EASEMENTS (K) & (L) ARE LIMITED IN HEIGHT TO R.L. 98.9

SEE SHEET 10 FOR SECTIONS
ALL LEVELS ON AUSTRALIAN HEIGHT DATUM
LOT 1 IS COMMUNITY PROPERTY

ADDITIONS BY ME (S. 17.03)
R. W. Barber
REGISTERED SURVEYOR



PLANE	DIMENSION	AREA	R.L.
	DA	DB	
LP-01	0.6	0.5	102.87
LP-02	0.59	0.5	102.84
LP-03	1.73	0.5	102.67
LP-04	0.6	0.5	102.81
LP-05	0.6	0.5	102.77
LP-06	1.66	0.5	102.56
LP-07	0.6	0.5	102.75
LP-08	0.6	0.5	102.74
LP-09	0.55	0.5	102.66
LP-10	1.73	0.5	102.51
LP-11	0.6	0.5	102.66
LP-12	2.33	0.5	102.61
LP-13	0.9	0.5	102.63
LP-14	0.61	0.5	102.60
LP-15	1.69	0.5	102.42
LP-16	0.6	0.5	102.57
LP-17	0.6	0.5	102.55
LP-18	2.31	0.5	102.37
LP-19	0.6	0.5	102.54
LP-20	1.69	0.5	102.33
LP-21	0.6	0.5	102.57
LP-22	0.91	0.5	102.66
LP-23	0.6	0.5	102.46
LP-24	2.3	0.5	102.26
LP-25	0.6	0.5	102.43
LP-26	1.96	0.4	102.22
LP-27	0.58	0.5	102.36
LP-28	1.965	0.4	102.15
LP-29	2.58	0.4	102.14
LP-30	1.985	0.4	102.12
LP-31	0.6	0.5	102.75
LP-32	0.6	0.5	102.37
LP-33	1.67	0.5	102.59
LP-34	0.6	0.5	102.69
LP-35	0.6	0.5	102.69
LP-36	2.31	0.5	102.47
LP-37	0.605	0.5	102.69
LP-38	0.6	0.5	102.69
LP-39	1.73	0.5	102.52
LP-40	SEE DIAGRAM 7		102.63
LP-41	0.6	0.5	102.61
LP-42	2.36	0.5	102.40
LP-43	0.6	0.5	102.58
LP-44	0.575	0.5	102.58
LP-45	2.295	0.5	102.37
LP-46	0.575	0.5	102.53
LP-47	0.56	0.5	102.51
LP-48	1.72	0.5	102.32
LP-49	0.57	0.5	102.49
LP-50	0.55	0.5	102.46
LP-51	1.72	0.5	102.26
LP-52	0.87	0.5	102.60
LP-53	1.89	0.4	102.20

DIAGRAM 6 (N.T.S.)

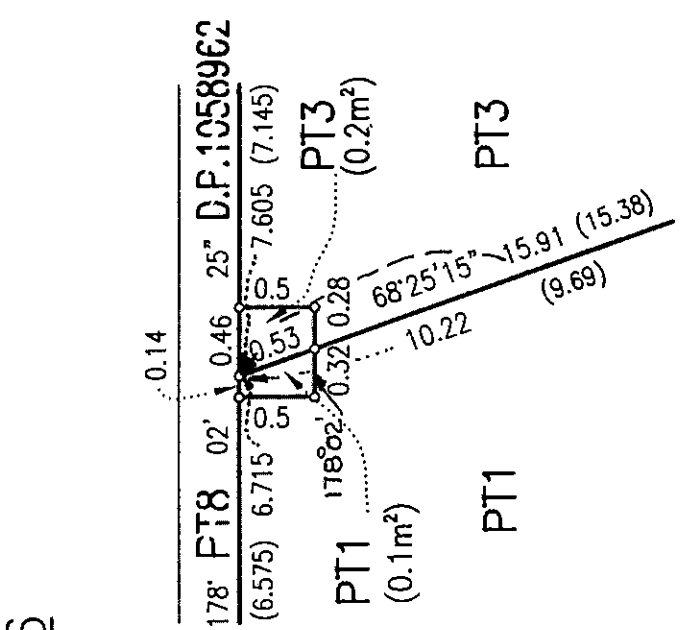
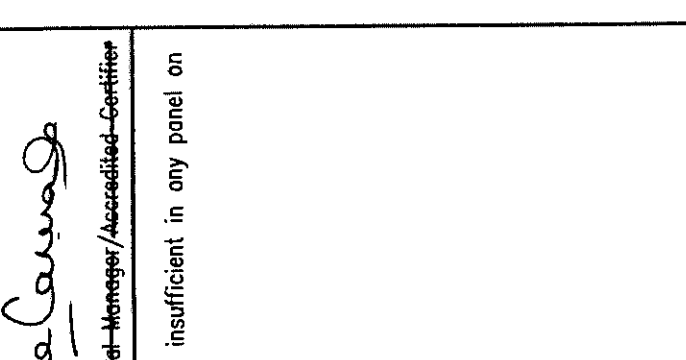


DIAGRAM 7 (1:50)



DIAGRAM 8



LEVEL PLANE TABLE

NOTE 1: LOTS 1, 3, 4 & 5 IN THIS DIAGRAM ARE LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN: LP-00 AND IN HEIGHT BY THE PLANES SHOWN ON SHEET 8.

(*) RESERVATIONS & CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTE 2: POSITIVE COVENANT(WHOLE OF LOT) & EASEMENT FOR REPAIR (WHOLE OF LOT) AFFECT THE WHOLE OF LOT 1. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT) AFFECTS THE WHOLE OF LOTS 1 & 2. RIGHT TO INSPECT RAIL ENCLOSURE STRUCTURE (WHOLE OF LOT) AFFECTS THE WHOLE OF LOTS 1,2,3,4 & 5

NOTE 3: LOT 3 IS LIMITED IN HEIGHT TO THE REGULAR SLOPING PLANES BETWEEN THE LEVELS SHOWN. LOT 6 D.P.1058962 ABOVE THOSE PLANES. EASEMENT FOR SUPPORT (SB) AFFECTS ALL OF LOT 3 SHOWN IN THE DIAGRAM.

NOTE 4: LOTS 1 & 3 ARE LIMITED IN DEPTH TO THE LEVEL PLANES AT R.L.100.5 AND R.L.101.4 AS MARKED AND TO THE REGULAR SLOPING PLANES BETWEEN THOSE LEVELS FOR THE AREAS MARKED (P2). LOT 6 D.P.1058962 IS BELOW THOSE PLANES. EASEMENT FOR CONSTRUCTION (WHOLE OF LOT) VIDE DP1058962 AFFECTS THE WHOLE OF LOTS 1 TO 5 INCLUSIVE

SEE SHEET 10 FOR SECTIONS
ALL LEVELS ON AUSTRALIAN HEIGHT DATUM
LOT 1 IS COMMUNITY PROPERTY

Plan Drawing only to appear in this space

Reduction Ratio 1: 200

SURVEYOR'S REFERENCE: 990532 COMM

DP270368

Registered: MS 17-11-2003

This is sheet 5 of my plan in 12 sheets dated 16/09/2003

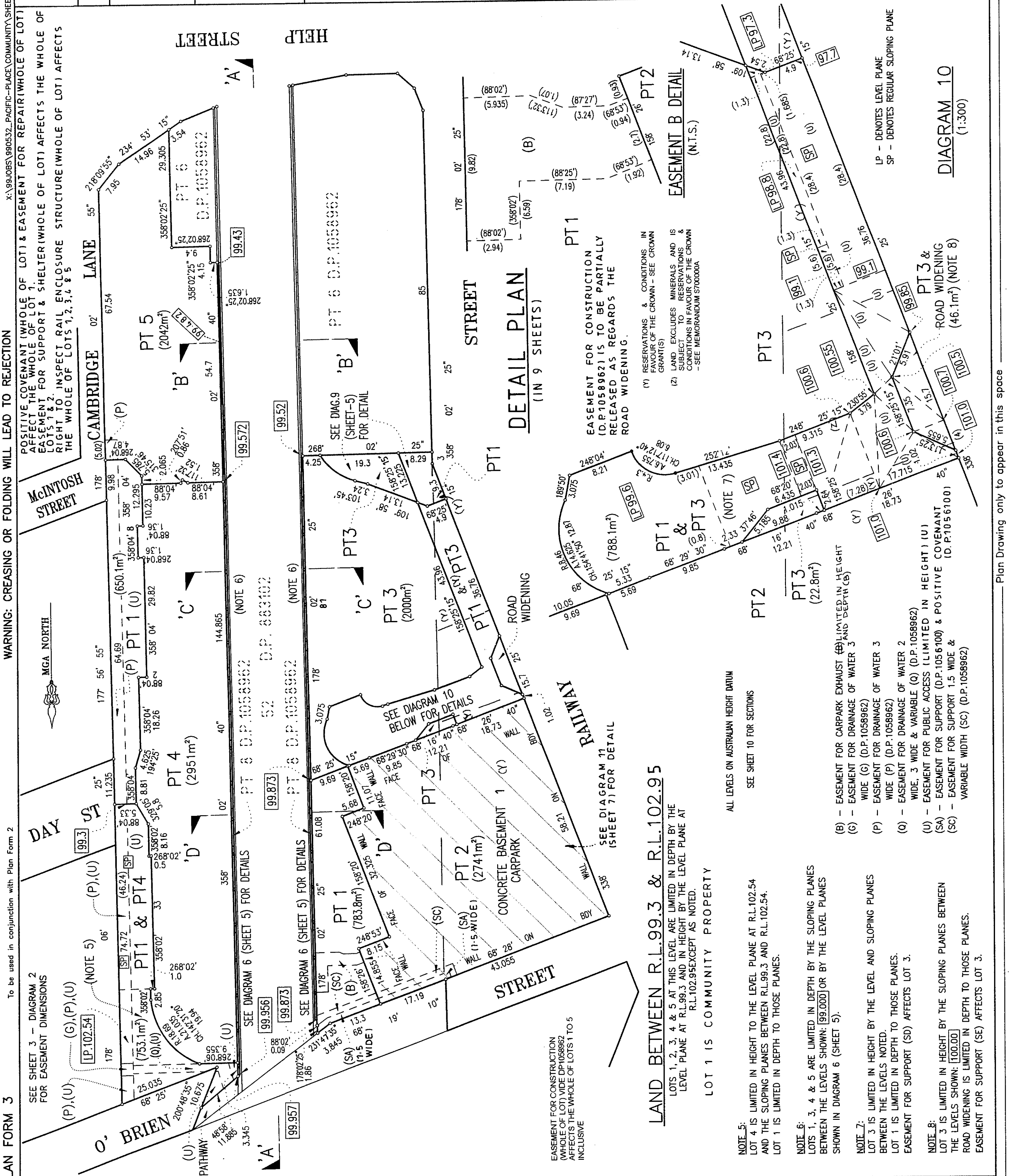
R.V. Barber

Surveyor registered under Surveying Act, 2002

This is sheet 5 of the plan of 12 sheets covered by subdivision certificate No. 9 of 2003

Authorised Person/General-Manager/Accredited-Certifier

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



PLAN FORM 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

POSITIVE COVENANT (WHOLE OF LOT) & EASEMENT FOR REPAIR (WHOLE OF LOT) AFFECTS THE WHOLE OF LOT 1. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT) AFFECTS THE WHOLE OF LOTS 1 & 2. RIGHT TO INSPECT RAIL ENCLOSURE STRUCTURE (WHOLE OF LOT) AFFECTS THE WHOLE OF LOTS 1, 2, 3, 4 & 5

DP270368

Registered: *MS* 17-11-2003

This is sheet 6 of my plan in 12 sheets dated 16/09/2003

R.W. Barber

Surveyor registered under Surveyors Act 1929

This is sheet 6 of the plan of 12 sheets covered by subdivision certificate No. 9 of 2003

A. J. de la Cruz

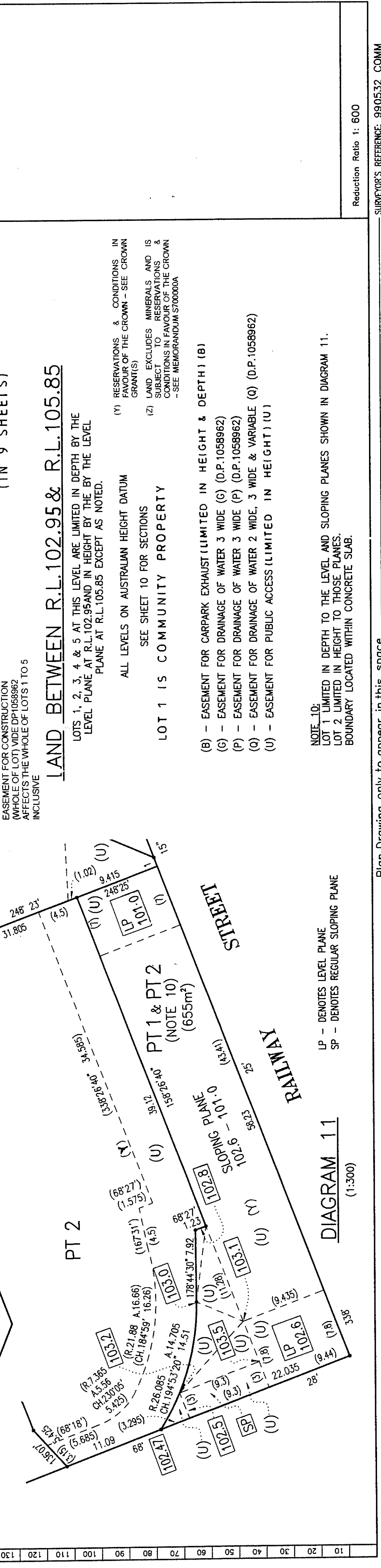
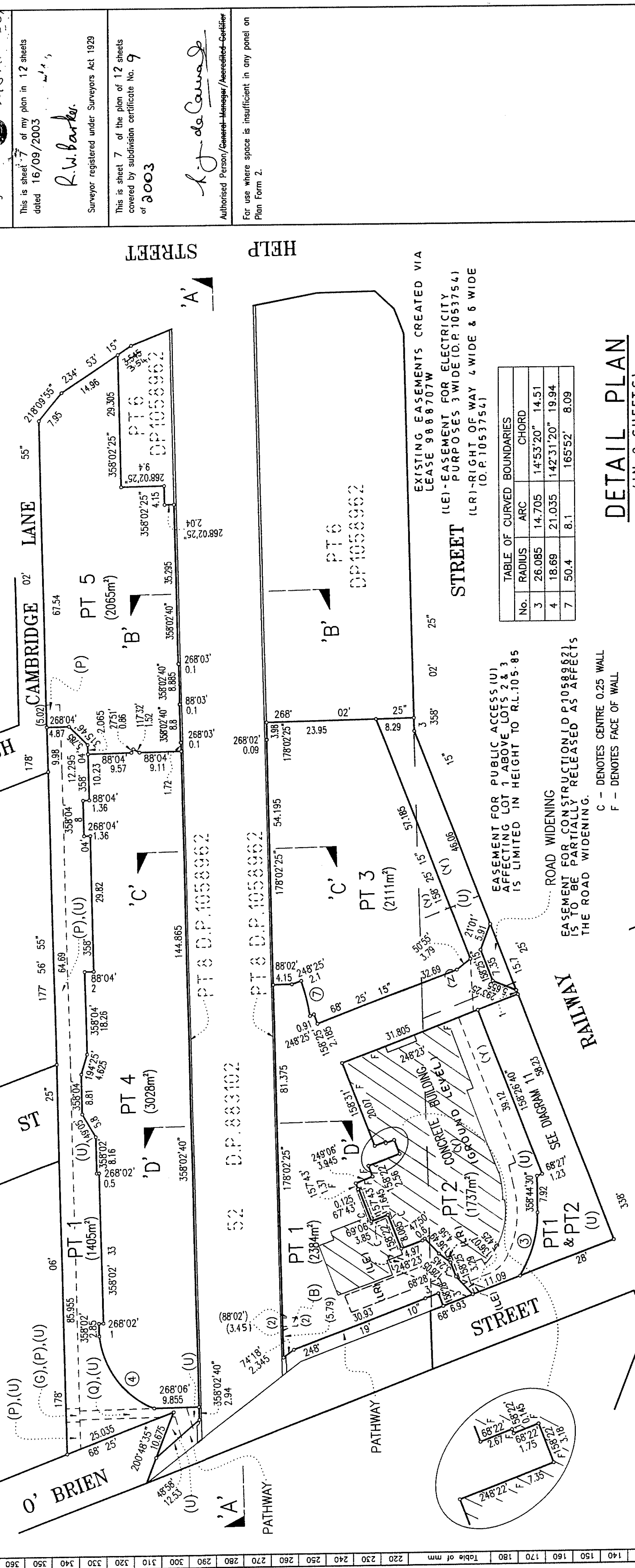
Authorised Person/General Manager/Accredited-Geomatics

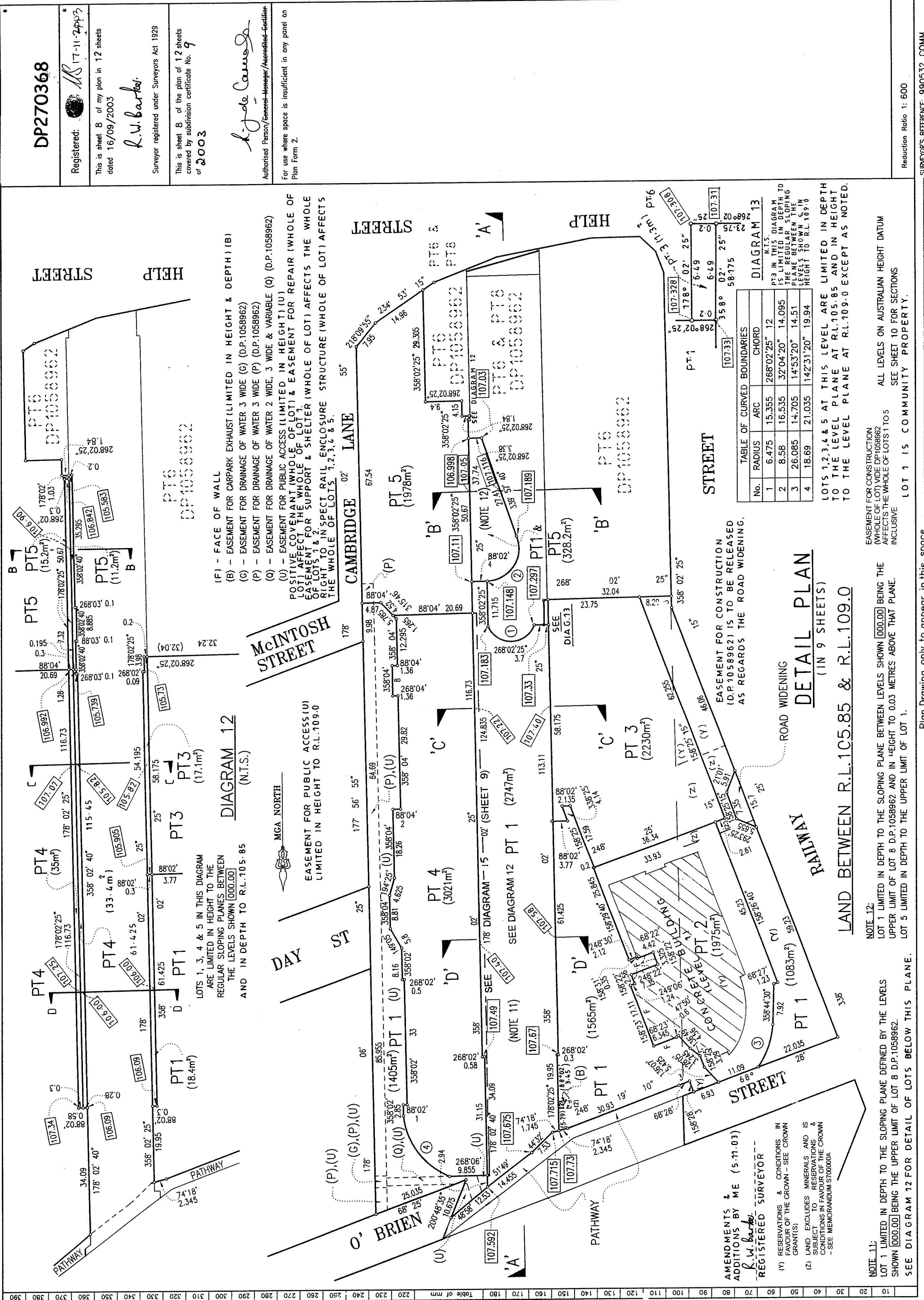
For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: 600

SURVEYOR'S REFERENCE: 990532 COMM

POSITIVE COVENANT (WHOLE OF LOT 1) & EASEMENT FOR REPAIR (WHOLE OF LOT 1) AFFECT THE WHOLE OF LOT 1. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT) AFFECTS THE WHOLE OF LOTS 1 & 2. RIGHT TO INSPECT RAIL ENCLOSURE STRUCTURE (WHOLE OF LOT) AFFECTS THE WHOLE OF LOTS 1, 2, 3, 4 & 5.





DP270368

Registered: *R.W. Barber* 17-11-2003

This is sheet 8 of my plan in 12 sheets dated 16/09/2003

Surveyor registered under Surveyors Act 1929

This is sheet 8 of the plan of 12 sheets covered by subdivision certificate No. 9 of 2003

Authorised Person/General-Manager/Asseccredited-Certificatior
R.W. Barber

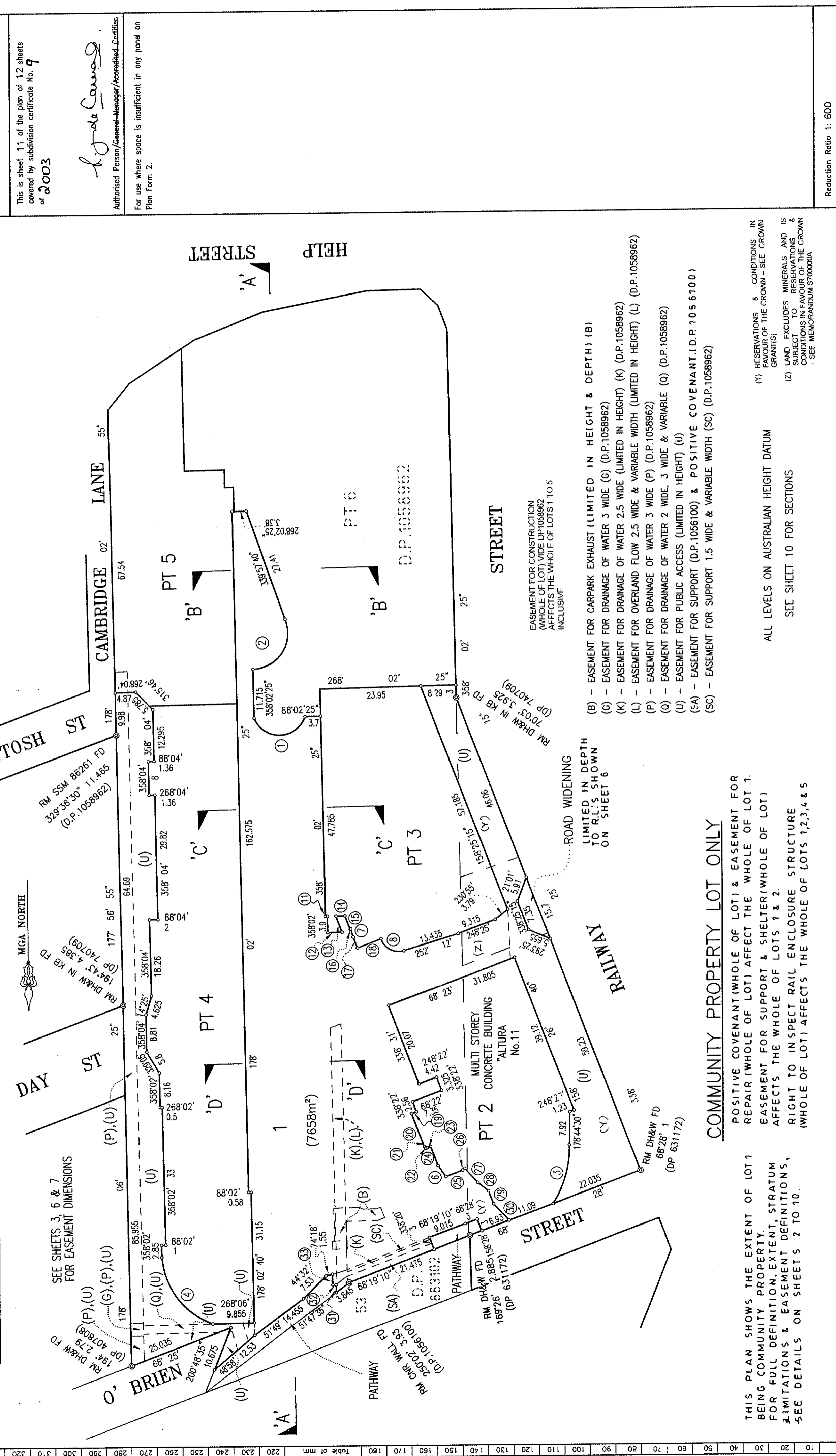
For use where space is insufficient in any panel on Plan Form 2.

TABLE OF SHORT LINES

No.	No.	No.	No.					
11	268'02"	0.4	19	69'06"	1.24	27	316'49"	4.56
12	268'02"	3.37	20	338'23"	8.51	28	308'05"	3.245
13	158'25"	4.14	21	248'31"	0.515	29	338'25"	3.29
14	268'02"	2.135	22	338'25"	0.5	30	316'07"	5.425
15	338'25"	3.455	23	248'25"	0.86	31	178'02'25"	1.86
16	248'25"	0.135	24	338'25"	4.94	32	88'02"	0.79
17	338'25"	2.805	25	248'23"	4.23	33	178'02'25"	2.485
18	248'04"	5.96	26	227'50"	0.6			

TABLE OF CURVED BOUNDARIES

No.	RADIUS	ARC	CHORD
1	6.475	15.355	268'02'25" 12
2	8.58	16.535	32'04'20" 14.095
3	26.085	14.705	194'53'20" 14.51
4	18.69	21.035	322'31'20" 19.94
6	58.555	3.23	325'08' 3.23
7	50.4	1.975	342'23' 1.975
8	4.3	6.755	297'12'40" 6.08



DP270368
 Registered: 17-11-2003
 This is sheet 11 of my plan in 12 sheets dated 16/09/2003
 R.W. Barber
 Surveyor registered under Surveyors Act 1929

This is sheet 11 of the plan of 12 sheets covered by subdivision certificate No. 9 of 2003
 Authorised Person/General-Manager/Accredited-Cartilage
 For use where space is insufficient in any panel on Plan Form 2.

SEE SHEETS 3, 6 & 7 FOR EASEMENT DIMENSIONS
 SEE SHEETS 3, 6 & 7 FOR EASEMENT DIMENSIONS

THIS PLAN SHOWS THE EXTENT OF LOT 1 BEING COMMUNITY PROPERTY FOR FULL DEFINITION, EXTENT, STRATUM LIMITATIONS & EASEMENT DEFINITIONS. SEE DETAILS ON SHEETS 2 TO 10.

COMMUNITY PROPERTY LOT ONLY
 POSITIVE COVENANT (WHOLE OF LOT) & EASEMENT FOR REPAIR (WHOLE OF LOT) AFFECT THE WHOLE OF LOT 1. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT) AFFECTS THE WHOLE OF LOTS 1 & 2. RIGHT TO INSPECT RAIL ENCLOSURE STRUCTURE (WHOLE OF LOT) AFFECTS THE WHOLE OF LOTS 1, 2, 3, 4 & 5.

ALL LEVELS ON AUSTRALIAN HEIGHT DATUM
 SEE SHEET 10 FOR SECTIONS

RESERVATIONS & CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS & CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A

EASEMENT FOR CONSTRUCTION (WHOLE OF LOT) WIDE DP.1058962 AFFECTS THE WHOLE OF LOTS 1 TO 5 INCLUSIVE
 ROAD WIDENING LIMITED IN DEPTH TO R.L.'S SHOWN ON SHEET 6

(B) - EASEMENT FOR CARPARK EXHAUST (LIMITED IN HEIGHT & DEPTH) (B)
 (G) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE (G) (D.P.1058962)
 (K) - EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (LIMITED IN HEIGHT) (K) (D.P.1058962)
 (L) - EASEMENT FOR OVERLAND FLOW 2.5 WIDE & VARIABLE WIDTH (LIMITED IN HEIGHT) (L) (D.P.1058962)
 (P) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE (P) (D.P.1058962)
 (Q) - EASEMENT FOR DRAINAGE OF WATER 2 WIDE, 3 WIDE & VARIABLE (Q) (D.P.1058962)
 (U) - EASEMENT FOR PUBLIC ACCESS (LIMITED IN HEIGHT) (U)
 (SA) - EASEMENT FOR SUPPORT (D.P.1056100) & POSITIVE COVENANT (D.P.1056100)
 (SC) - EASEMENT FOR SUPPORT 1.5 WIDE & VARIABLE WIDTH (SC) (D.P.1058962)

Reduction Ratio 1: 600
 SURVEYOR'S REFERENCE: 990532 COMM

PLAN FORM 3

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

X:\98\085\990532_PACIFIC-PLACE\COMMUNITY\sheet-11.dwg

* OFFICE USE ONLY

DP270368

Registered:  17-11-2003

This is sheet 12 of my plan in 12 sheets dated 16/9/2003

R.W. Bartley
Surveyor registered under Surveying Act, 2002

This is sheet 12 of the plan of 12 sheets covered by subdivision certificate No. 9 of 2003

A. J. de la Cruz
Authorised Person/General-Manager/Accredited-Certifier

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

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 12A, 12B ETC. AS THE CIRCUMSTANCES REQUIRE.

HISTORICAL FILE
SEE REPLACEMENT SHEET 12A

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENTS

LOT No	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	2730	SP 71281
3	4090	SP 74513
4	840	SP 72068
5	2340	
AGGREGATE	10000	

Anthony R. Sparrow-Smith
OF 19/6/80 P. WATER RD. BROADVALE
BEING A VALUER REGISTERED UNDER THE VALUER'S REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS SHOWN ON THIS SHEET ARE BASED UPON VALUATIONS MADE BY ME ON 11/9/2003.

SIGNATURE: *Anthony R. Sparrow-Smith*
DATE: 18th SEPTEMBER 2003

-Reduction-Ratio-1-

SURVEYOR'S REFERENCE: 990532 COM

Plan Drawing only to appear in this space

INITIAL SCHEDULE
SCHEDULE OF UNIT ENTITLEMENTS

LOT No.	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	2730	SP 71281
3	4090	SP 74513
4	840	SP 72068
5	NOW LOT 6	
6	2340	SP 79233
7	0	ROAD WIDENING
AGGREGATE	10000	

FOR THE NEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 4.9.2003 BEING THE DATE OF THE VALUERS CERTIFICATE LODGED WITH THE ORIGINAL INITIAL SCHEDULE.

DP270368
REPLACEMENT SHEET

Registered:  MC 2182007

This is sheet 6 of my plan in 6 sheets dated 4/5/17

Conf

Surveyor registered under Surveying Act, 2002

This is sheet 6 of the plan of 6 sheets covered by subdivision certificate No. 2007/6 of 23.5.07

A. J. de Lencastre

Authorised Person/General Manager/Accredited Certifier

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

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 12C ETC. AS THE CIRCUMSTANCES REQUIRE.

THIS SHEET CONTAINS UPDATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES SHEET 12A OF THE PLAN REGISTERED ON 17.11.2003

GREGORY J. PRESTON
OF...
BEING A VALUER REGISTERED UNDER THE VALUER'S REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS SHOWN ON THIS SHEET ARE BASED UPON VALUATIONS MADE BY ME ON 28.11.07
SIGNATURE...
DATE 28/11/07

SIGNATURES, AND SEALS ONLY

THE COMMON SEAL OF THE COUNCIL OF THE CITY OF WILLOUGHBY WAS HERETO AFFIXED ON THE 23/5/07

[Signature]
MAYOR

[Signature]
GENERAL MANAGER

MIRVAC PROJECTS PTY LIMITED
ACN: 001 069 245
PURSUANT TO S.127(1) OF THE CORPORATIONS ACT

[Signature]
Michael G-A Smith
General Manager

EVIDENCE OF COUNCIL'S ACCEPTANCE OF ROAD WIDENING (LOT 7) SUBJECT TO EXISTING EASEMENTS FILED WITH PAPERS.

Department of Land and Water Conservation Approval

Signature: in approving this plan certify that all necessary approvals in regard to the allocation of the land shown hereon have been given.

Date:
File Number:
Office:

Subdivision Certificate

I certify that the provisions of s.109j of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

Subdivision Certificate no: 2007-016
File no: D.D.S.1.7

Note: When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.
Delete whichever is inapplicable.

Subdivision Certificate

I certify that the provisions of s.109j of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

Subdivision Certificate no: 2007-016
File no: D.D.S.1.7

Note: When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.
Delete whichever is inapplicable.

Subdivision Certificate

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File no: D.D.S.1.7

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File no: D.D.S.1.7

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Delete whichever is inapplicable.

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File no: D.D.S.1.7

Note: When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.
Delete whichever is inapplicable.

Plan Drawing only to appear in this space

DETAIL PLAN
(IN 5 SHEETS)

LAND BELOW R.L.96.0

LOT 6, AS DEFINED ON THIS SHEET IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LEVEL PLANE R.L.96.0, AND EXCLUDES THE AREA SHOWN AS "ROAD WIDENING 1.8 WIDE & VAR" LIMITED IN STRATUM AS DEFINED IN NOTE 1 ON SHEET 2

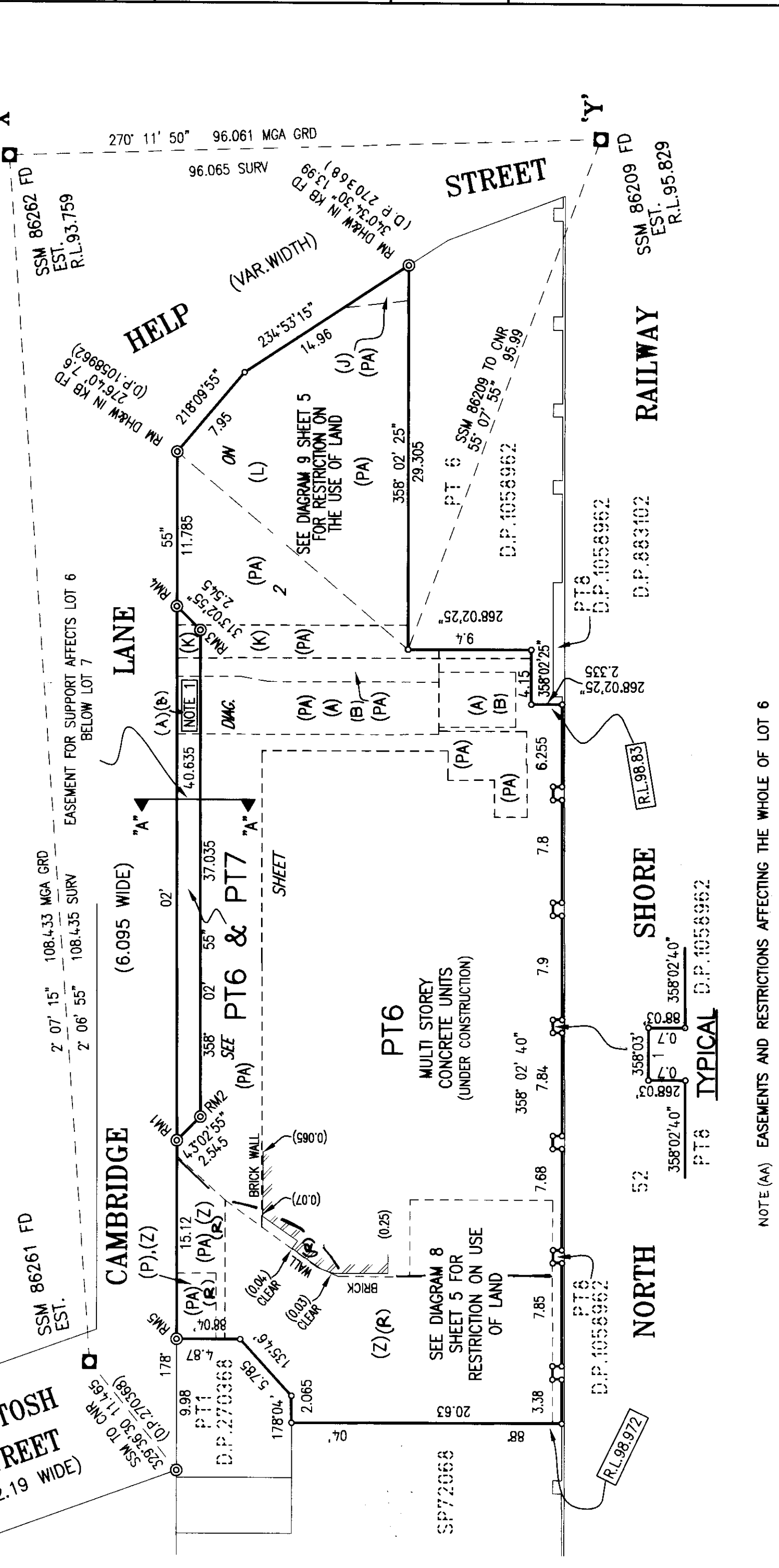
NOTE: CONNECTIONS TO SSMs SHOWN ARE FOR SURVEY INFORMATION AND ARE DIAGRAMMATIC ONLY

SURVEYING REGULATION, 2006: CLAUSE 61(2)

MARK	EAST	NORTH	ZONE	CLASS	ORDER	R.L.	ORDER
SSM 86209	331 537.628	6 259 025.502	56	B	2	95.829	L2
SSM 86261	331 637.696	6 259 133.523	56	B	2	94.452	L2
SSM 86262	331 633.682	6 259 025.171	56	B	2	93.759	L2

SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 29/03/07
COMBINED SCALE FACTOR 0.999935

- NOTE: CONNECTIONS TO SSMs SHOWN ARE FOR SURVEY INFORMATION AND ARE DIAGRAMMATIC ONLY
- (A) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (A)(PARTIALLY LIMITED IN DEPTH) (D.P.1111670)
 - (K) - EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE & VARIABLE WIDTH (LIMITED IN HEIGHT) (K) (D.P.1058962)
 - (L) - EASEMENT FOR OVERLAND FLOW 2.5 WIDE & VARIABLE WIDTH (LIMITED IN HEIGHT) (L) (D.P.1058962)
 - (P) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE (P) (D.P.1058962)
 - (J) - EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE & VARIABLE WIDTH (LIMITED IN HEIGHT) (J) (D.P.1058962)
 - (Z) - RIGHT OF ACCESS (Z) (LIMITED IN HEIGHT) (Z) (D.P.1058962)
 - (PA) - EASEMENT FOR PUBLIC ACCESS (PA) (LIMITED IN STRATUM AS DEFINED ON SHEET 2)
 - (B) - RIGHT OF CARRIAGEWAY (B) (LIMITED IN DEPTH) (D.P.1111670)
 - (R) - RESTRICTION ON USE OF LAND - 9672003.



REFERENCE MARK DETAILS:

RM1	DH&W	271'23'30"	4.92
RM2	DH&W	198'26'50"	4.785
RM3	DH&W	24'55'30"	7.345
RM4	DH&W	289'22'	5.39
RM5	DH&W	324'38'10"	8.9

NOTE (AA) EASEMENTS AND RESTRICTIONS AFFECTING THE WHOLE OF LOT 6

- RESTRICTION ON THE USE OF LAND RELATING TO THE RAIL INFRASTRUCTURE FACILITIES (VIDE DP 1058962)
- RESTRICTION ON THE USE OF LAND RELATING TO THE RES 1 (VIDE DP 1058962)
- EASEMENT FOR CONSTRUCTION (VIDE DP 1058962)
- RIGHT TO INSPECT RAIL ENCLOSURE STRUCTURE (VIDE DP 270368)

SEE SHEET 2 FOR SECTION "A" - "A"

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP270368
ADDITIONAL SHEET 14

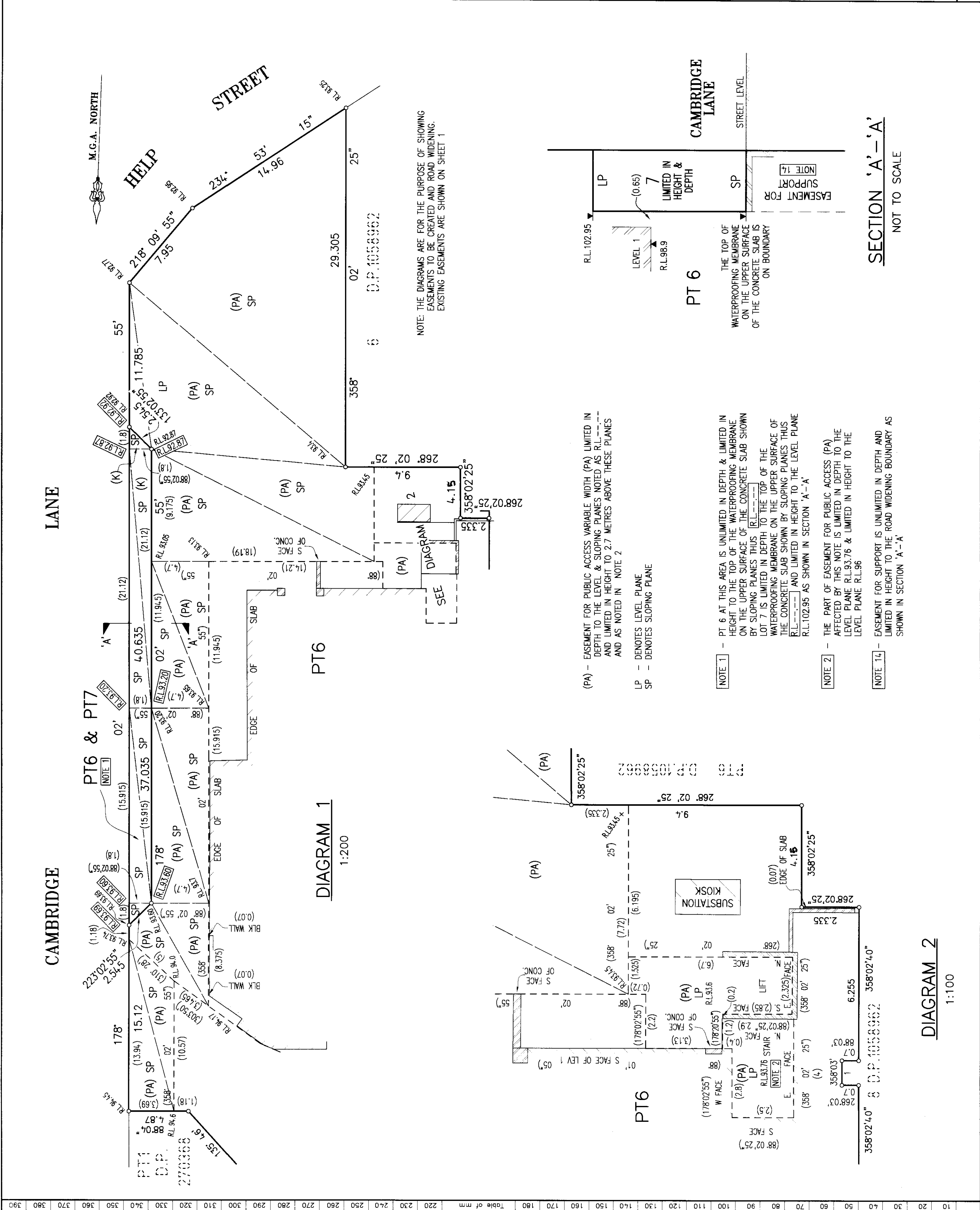
Registered: **KC 218-2007**
 This is sheet 2 of my plan in 6 sheets dated **4/5/17**

Surveyor registered under the Surveying Act, 2002

This is sheet 2 of the plan of 6 sheets covered by subdivision certificate No. **2007/6** of **23.S.O7**

Authorised Person/General Manager/Accredited-Geotifier
A. Delaney

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



NOTE: THE DIAGRAMS ARE FOR THE PURPOSE OF SHOWING EASEMENTS TO BE CREATED AND ROAD WIDENING. EXISTING EASEMENTS ARE SHOWN ON SHEET 1

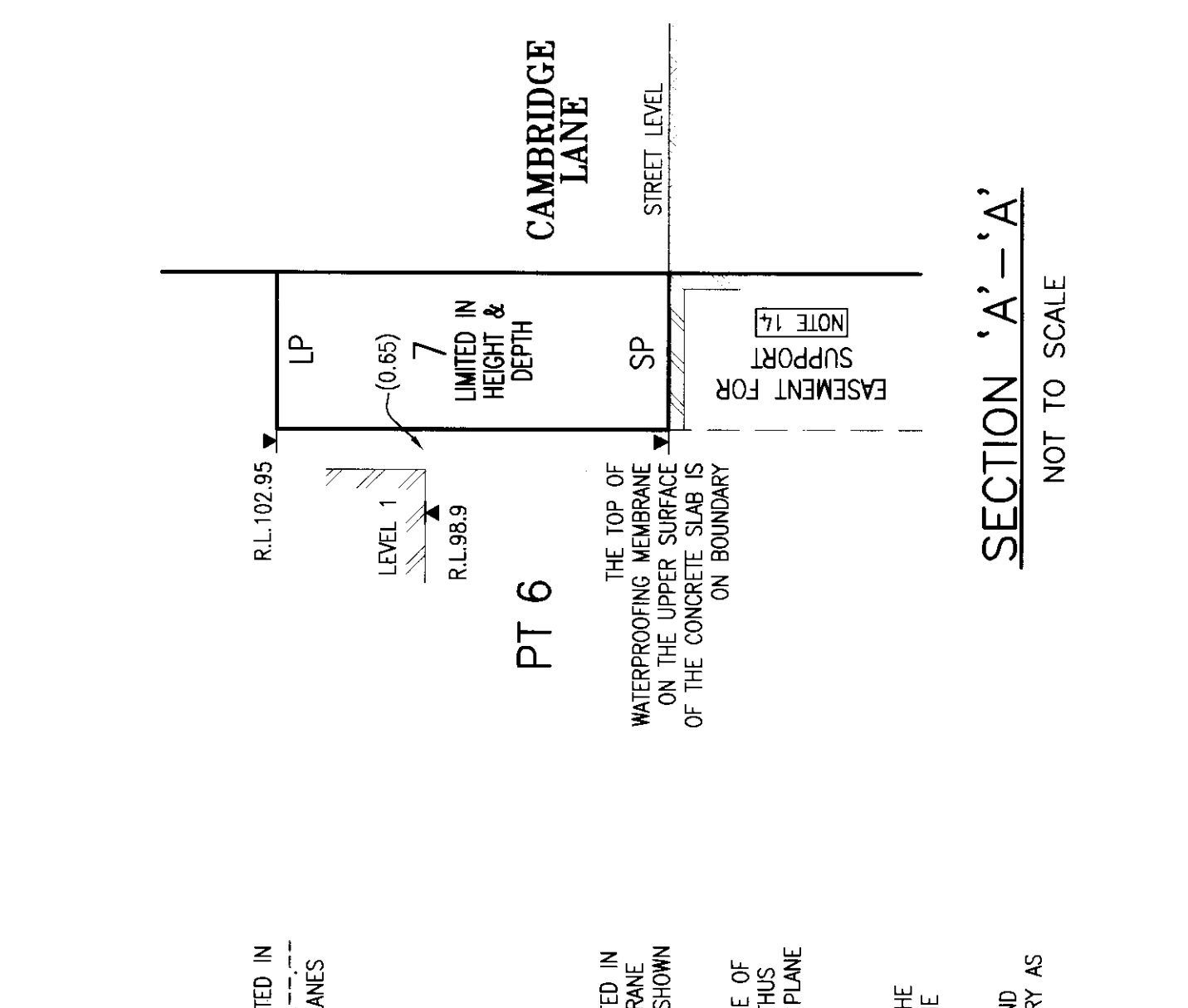
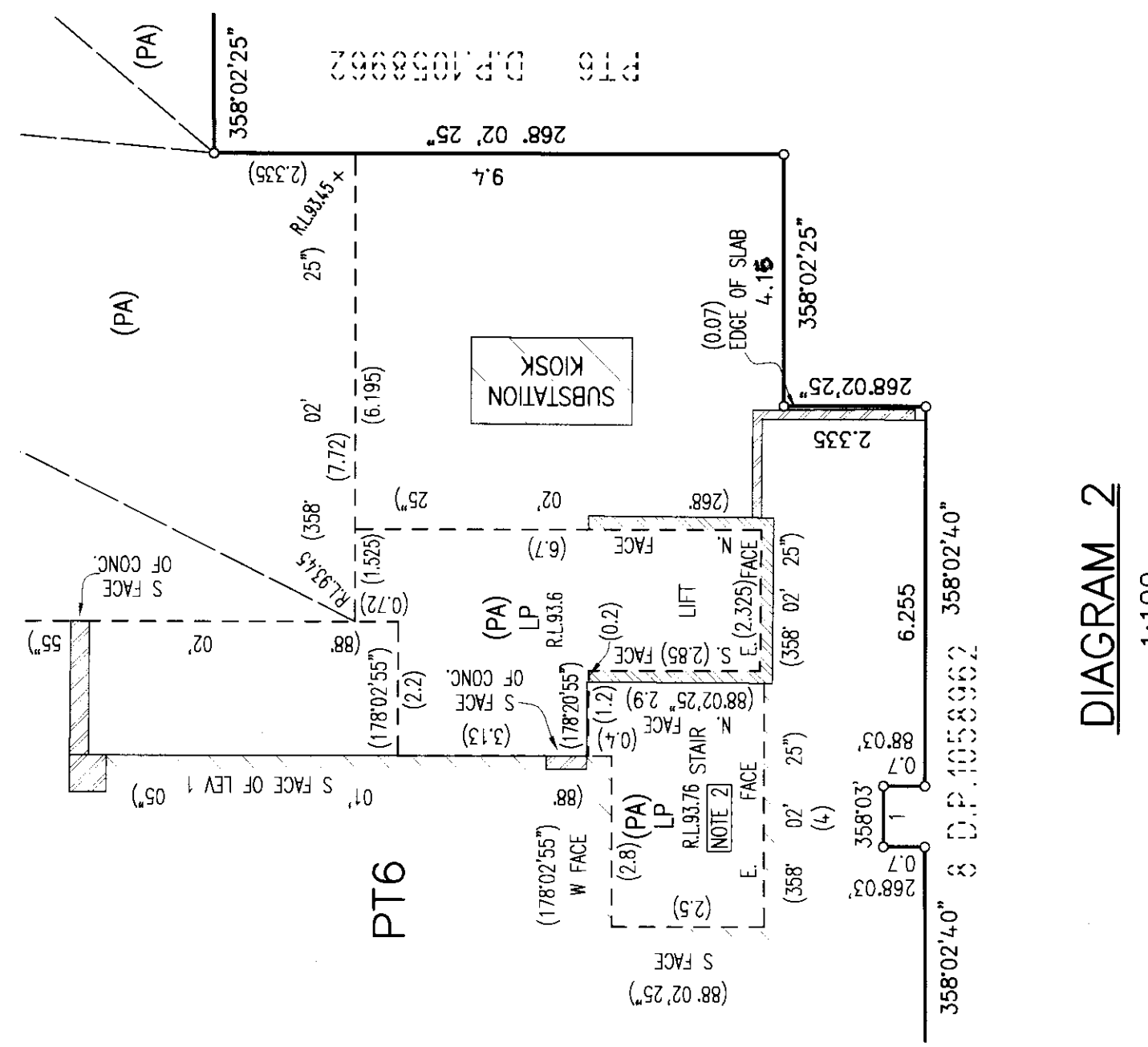
(PA) - EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (PA) LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES NOTED AS R.L.--- AND LIMITED IN HEIGHT TO 2.7 METRES ABOVE THESE PLANES AND AS NOTED IN NOTE 2

LP - DENOTES LEVEL PLANE
 SP - DENOTES SLOPING PLANE

NOTE 1 - PT 6 AT THIS AREA IS UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO THE TOP OF THE WATERPROOFING MEMBRANE ON THE UPPER SURFACE OF THE CONCRETE SLAB SHOWN BY SLOPING PLANES THUS R.L.--- TO THE TOP OF THE WATERPROOFING MEMBRANE ON THE UPPER SURFACE OF THE CONCRETE SLAB SHOWN BY SLOPING PLANES THUS R.L.--- AND LIMITED IN HEIGHT TO THE LEVEL PLANE R.L.102.95 AS SHOWN IN SECTION 'A'-A'

NOTE 2 - THE PART OF EASEMENT FOR PUBLIC ACCESS (PA) AFFECTED BY THIS NOTE IS LIMITED IN DEPTH TO THE LEVEL PLANE R.L.93.76 & LIMITED IN HEIGHT TO THE LEVEL PLANE R.L.96

NOTE 14 - EASEMENT FOR SUPPORT IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE ROAD WIDENING BOUNDARY AS SHOWN IN SECTION 'A'-A'



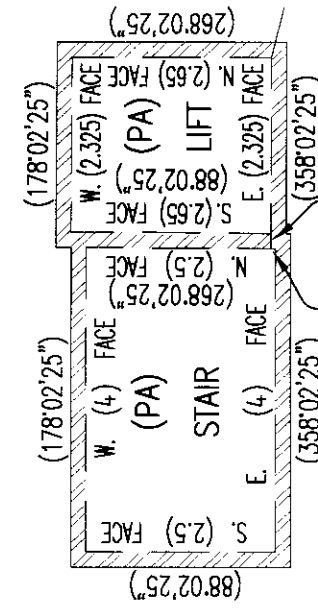
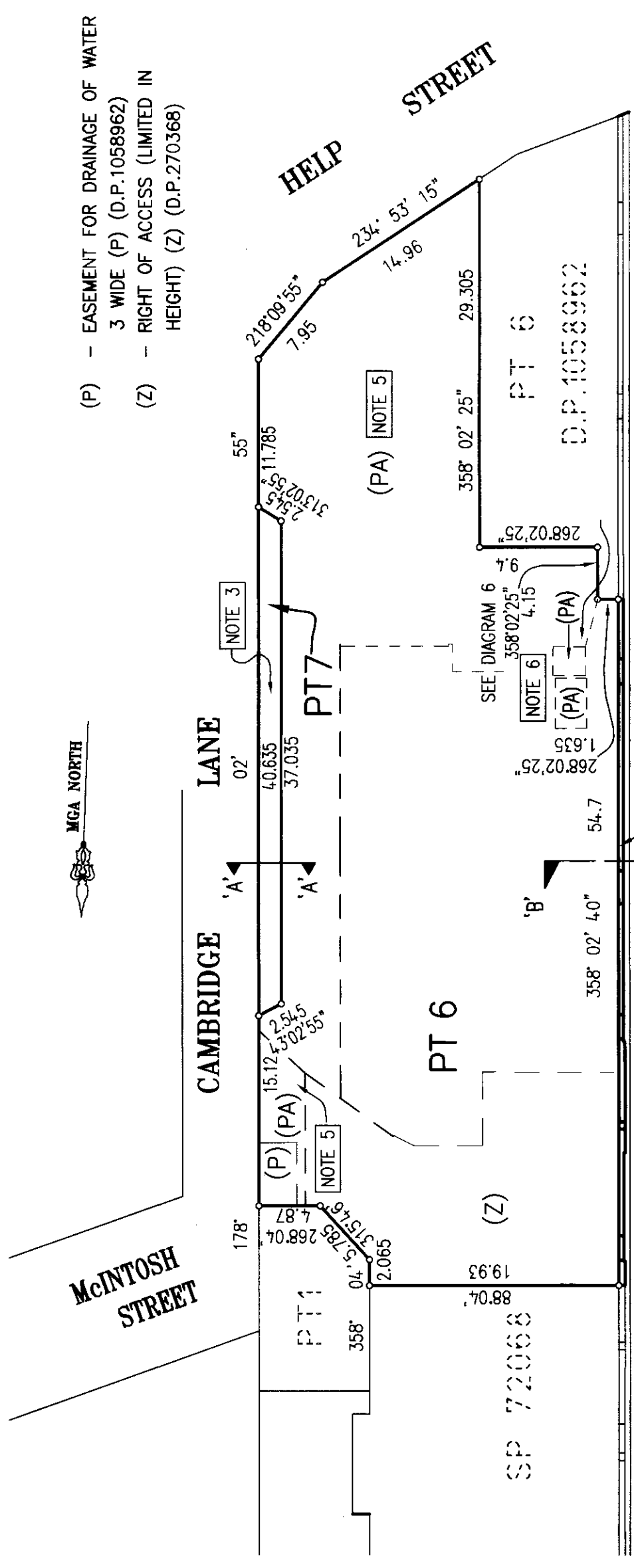


DIAGRAM 6
NOT TO SCALE

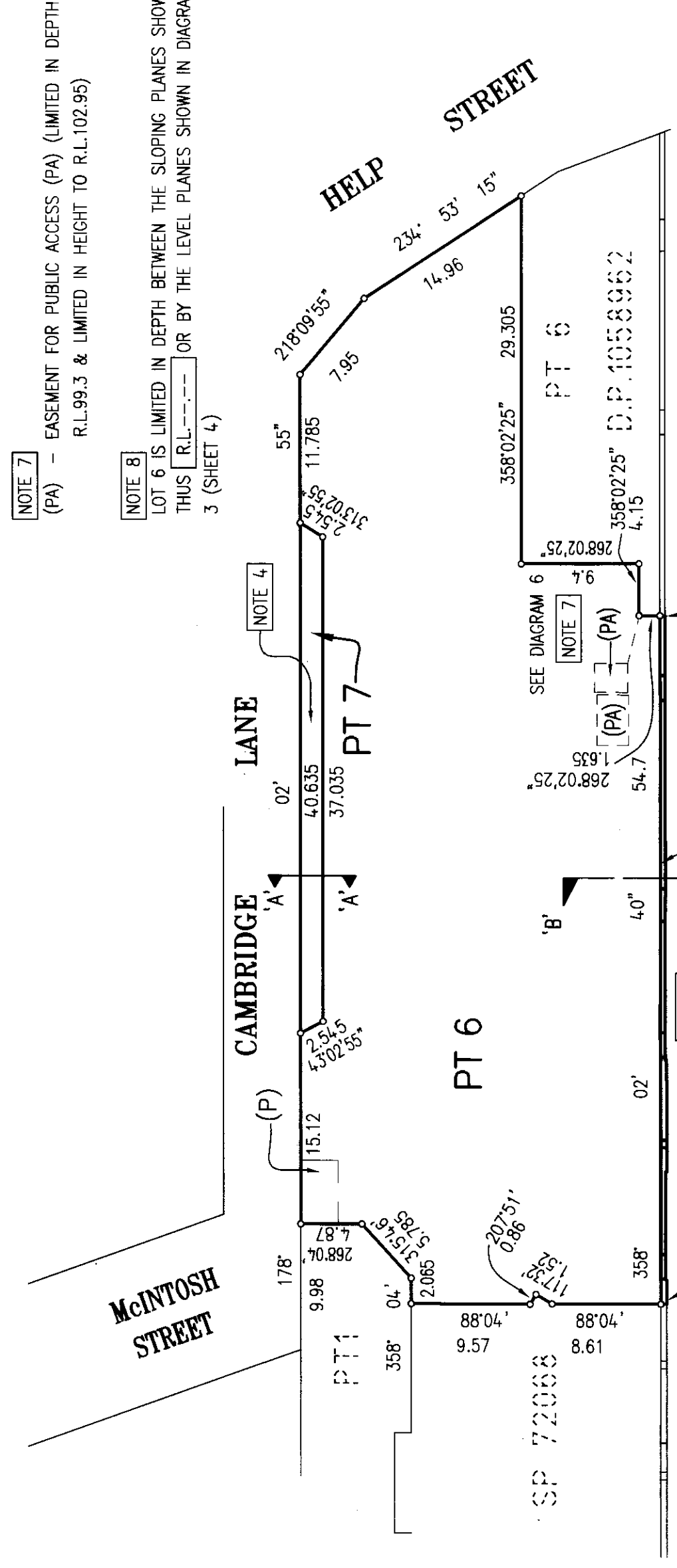
LINE	BEARING	DISTANCE
1	358°02'25"	0.2
2	268°02'25"	0.055



LAND BETWEEN R.L.96.0 & R.L.102.95

NOTE 3: LOT 7 ON THIS LEVEL IS LIMITED IN DEPTH TO THE LEVEL PLANE AT R.L.96.0 AND IN HEIGHT TO THE LEVEL PLANE AT R.L.99.3 (SEE SECTION 'A'-'A', SHEET 2 FOR FULL HEIGHT DEFINITION)

- NOTE 5** (PA) - UPPER LEVEL OF EASEMENT FOR PUBLIC ACCESS (PA) AS DEFINED IN DIAGRAMS 1 & 2 ON SHEET 2.
- NOTE 6** (PA) - EASEMENT FOR PUBLIC ACCESS (PA) (LIMITED IN DEPTH TO R.L.96 & LIMITED IN HEIGHT TO R.L.99.3)
- NOTE 7** (PA) - EASEMENT FOR PUBLIC ACCESS (PA) (LIMITED IN DEPTH TO R.L.99.3 & LIMITED IN HEIGHT TO R.L.102.95)
- NOTE 8** LOT 6 IS LIMITED IN DEPTH BETWEEN THE SLOPING PLANES SHOWN THUS R.L.--- OR BY THE LEVEL PLANES SHOWN IN DIAGRAM 3 (SHEET 4)



SECTION 'B'-'B'
NOT TO SCALE

LAND BETWEEN R.L.99.3 & R.L.102.95

NOTE 4: PT LOT 7 ON THIS LEVEL IS LIMITED IN DEPTH TO THE LEVEL PLANE AT R.L.99.3 AND IN HEIGHT TO THE LEVEL PLANE AT R.L.102.95 (SEE SECTION 'A'-'A', SHEET 2 FOR FULL HEIGHT DEFINITION)

- (P) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE (P) (D.P.1058962)
- (Z) - RIGHT OF ACCESS (LIMITED IN HEIGHT) (Z) (D.P.270368)

DP270368
ADDITIONAL SHEET 15

Registered: **Mc 21.8.2007**

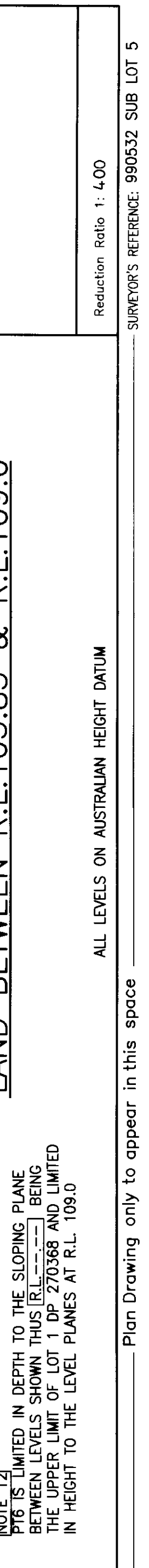
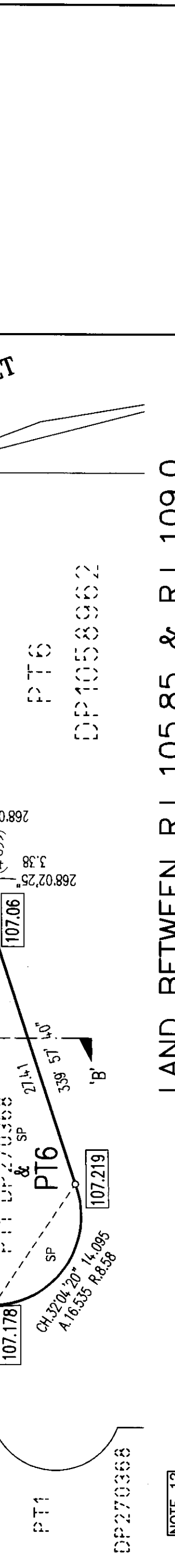
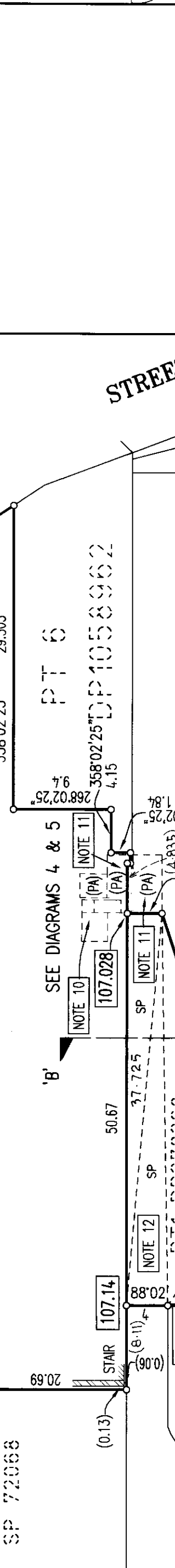
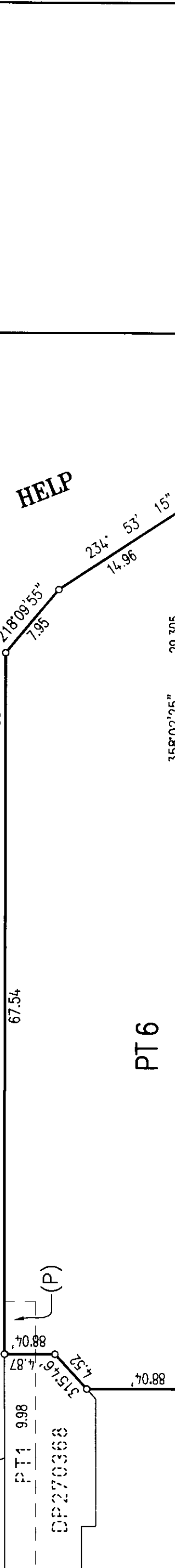
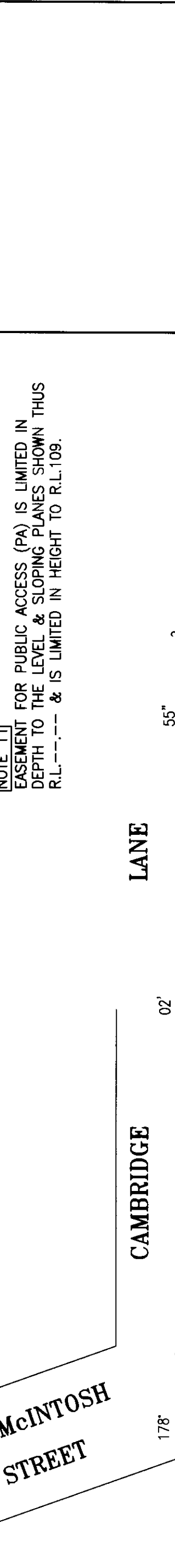
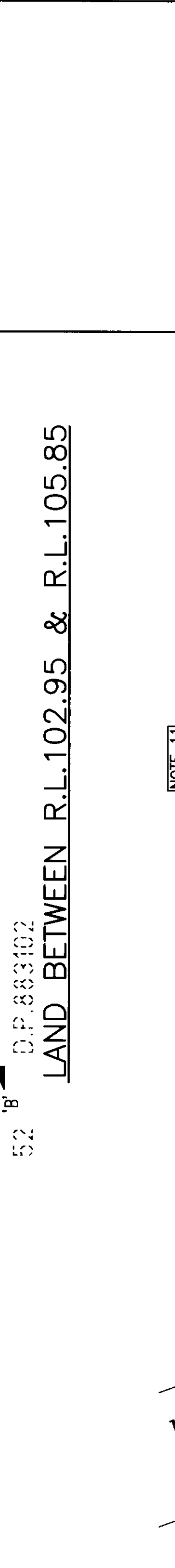
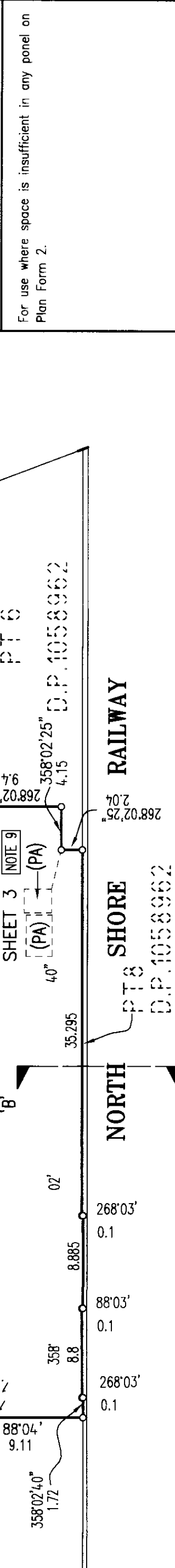
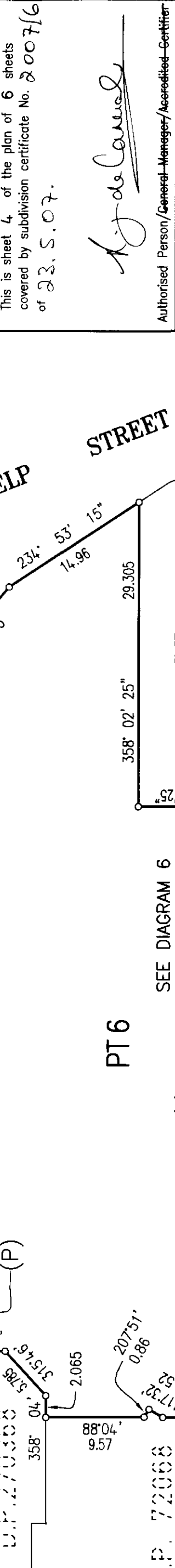
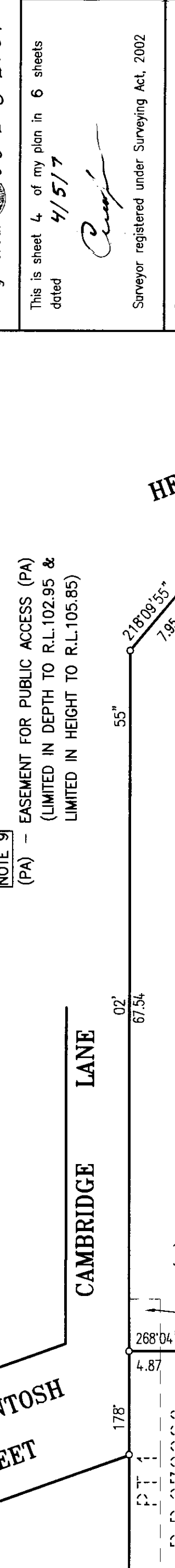
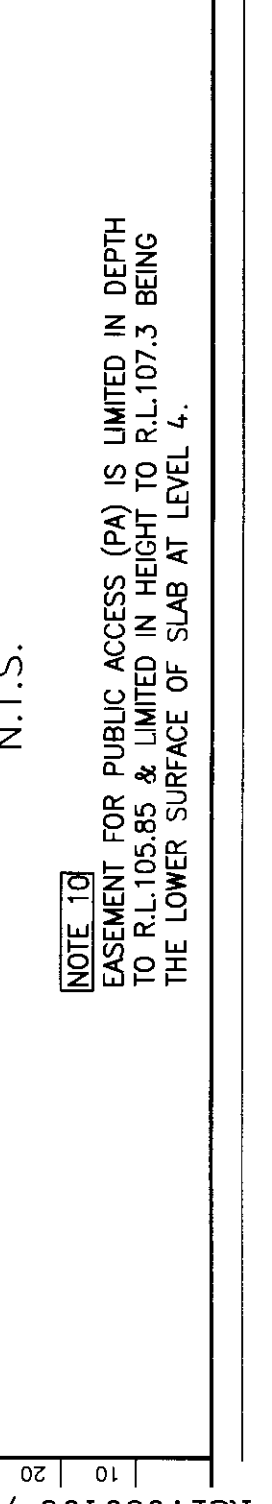
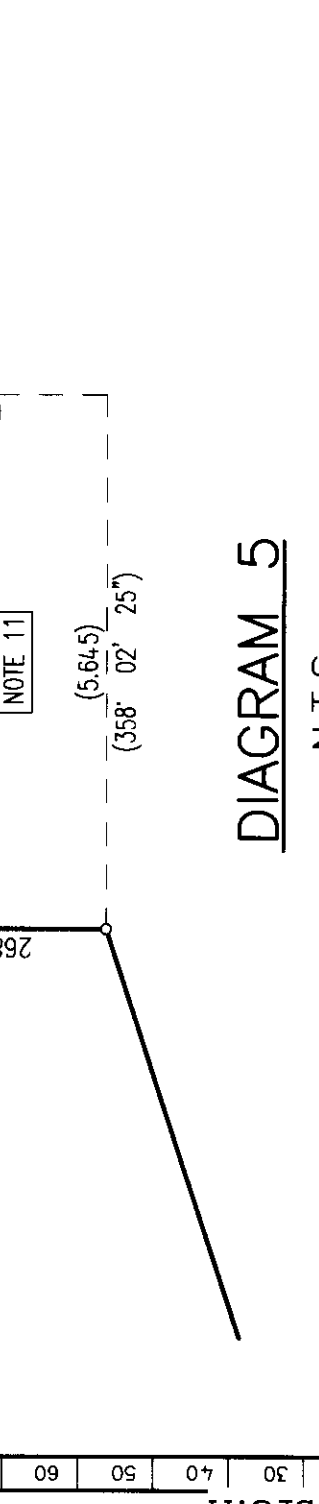
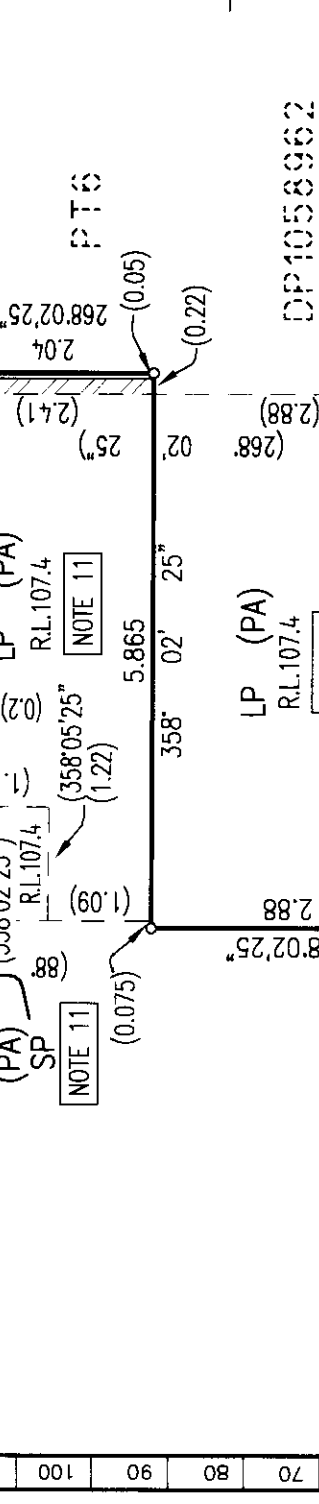
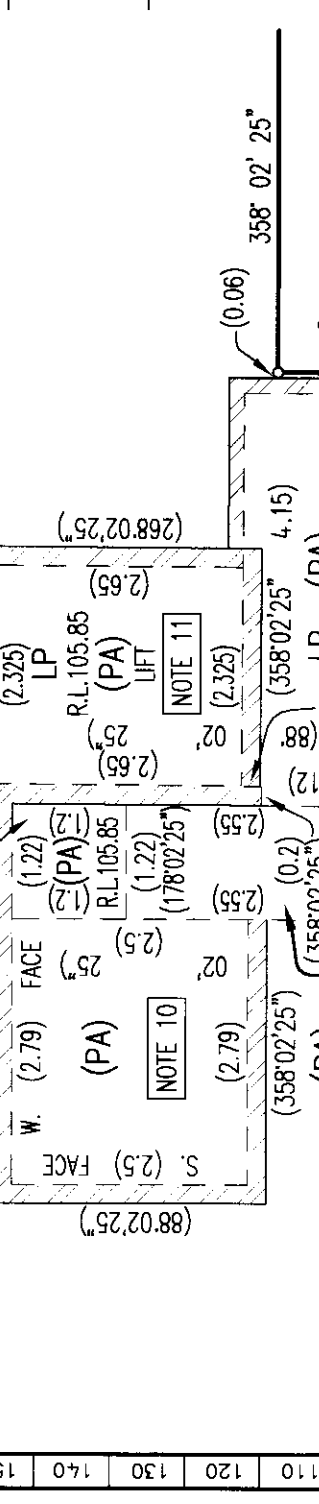
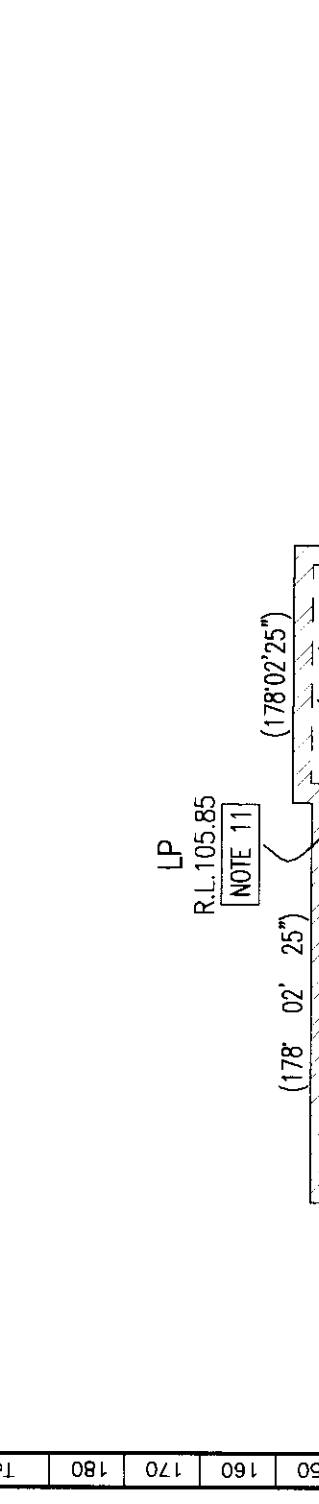
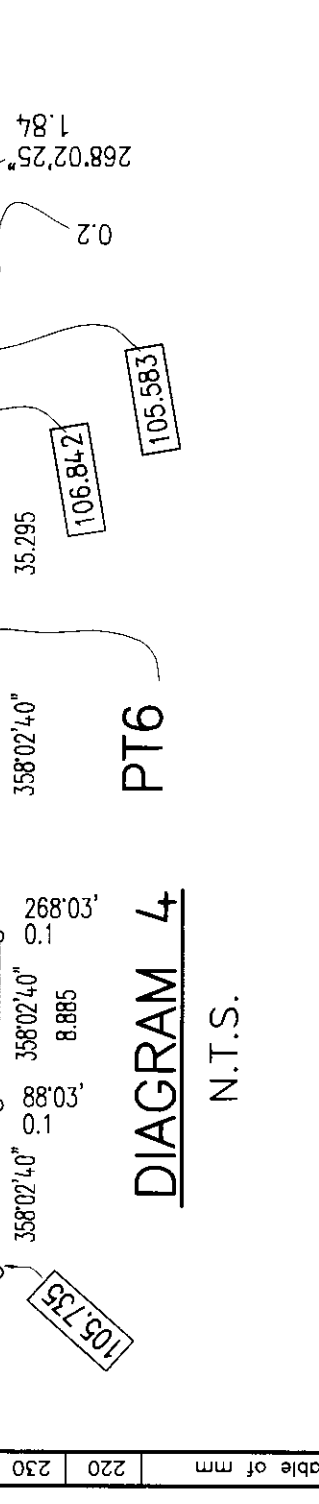
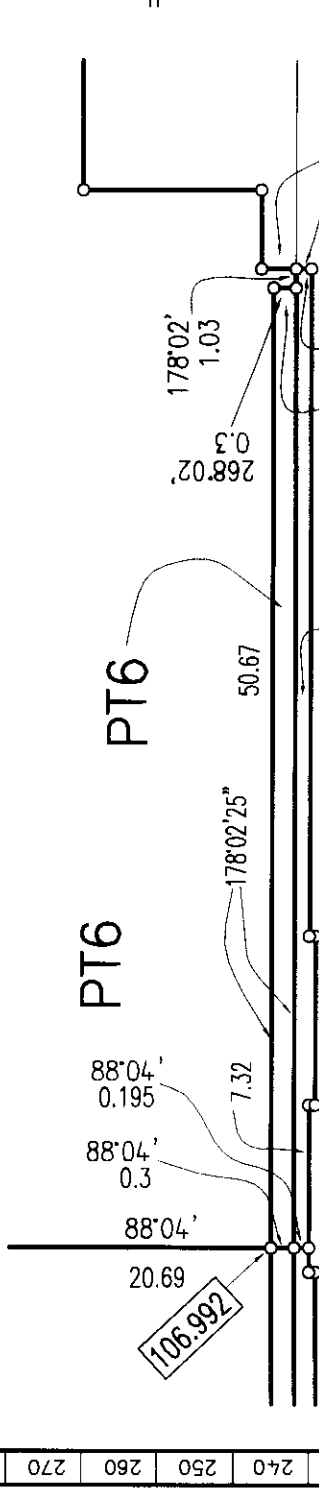
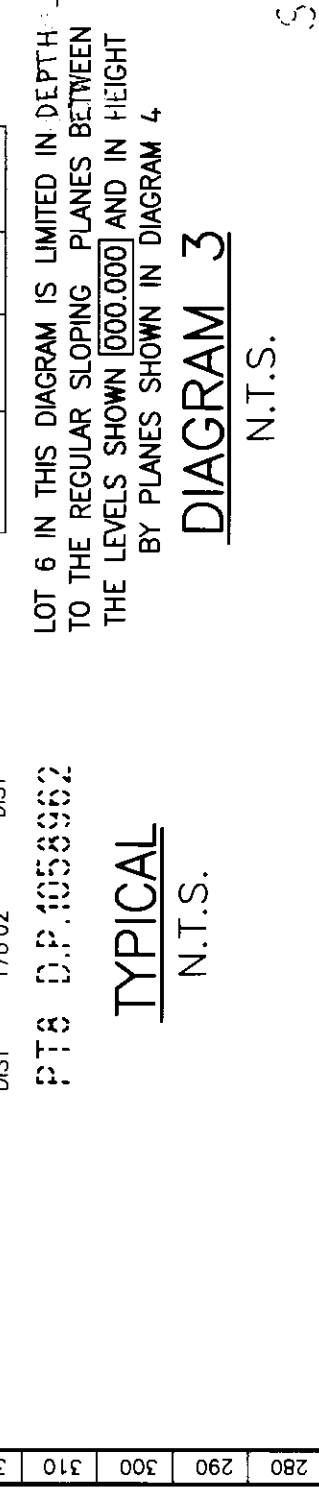
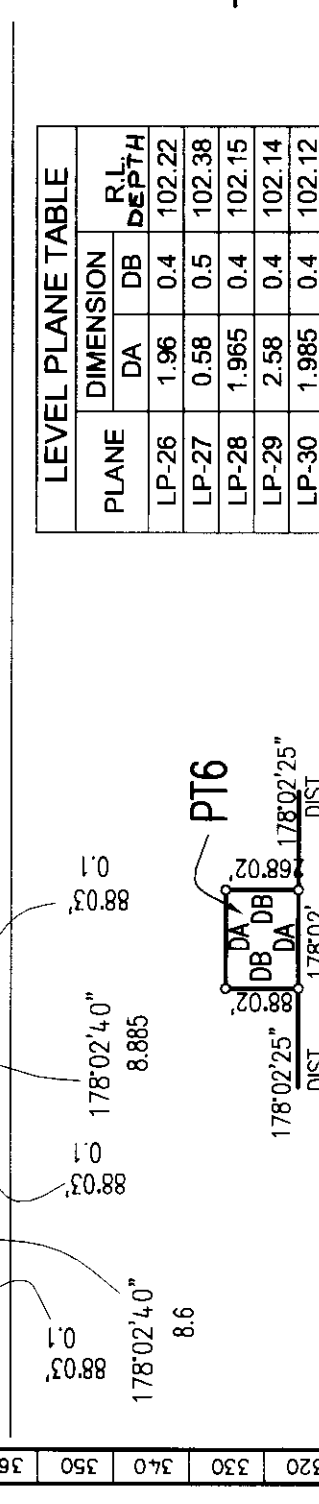
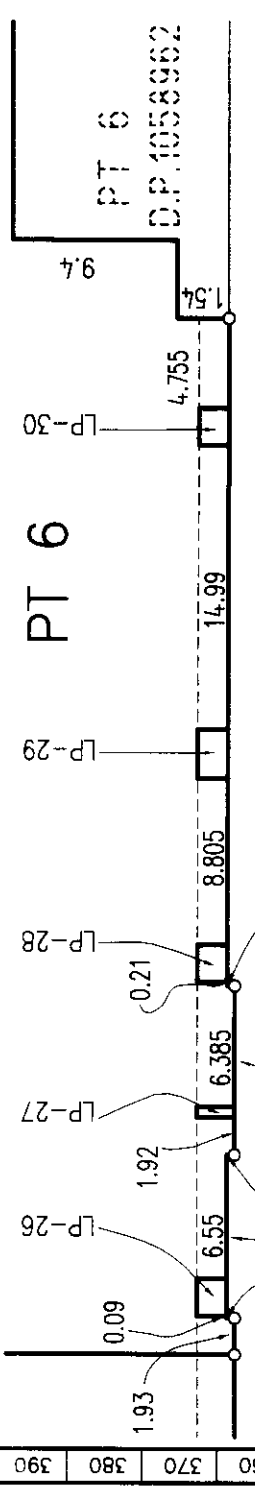
This is sheet 3 of my plan in 6 sheets dated 4/5/17

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 6 sheets covered by subdivision certificate No. 2007/6 of 23.5.07

Authorised Person/General Manager/Accredited-Certifier

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



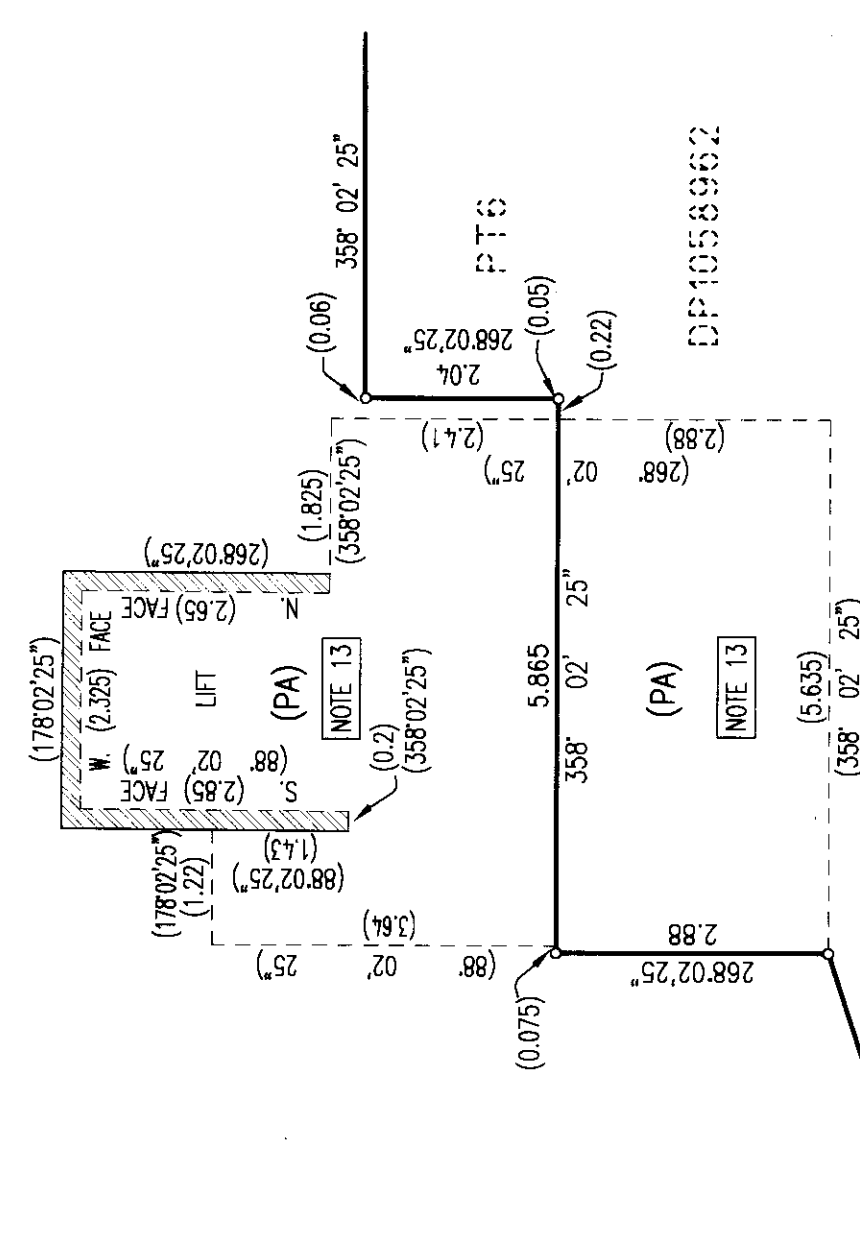
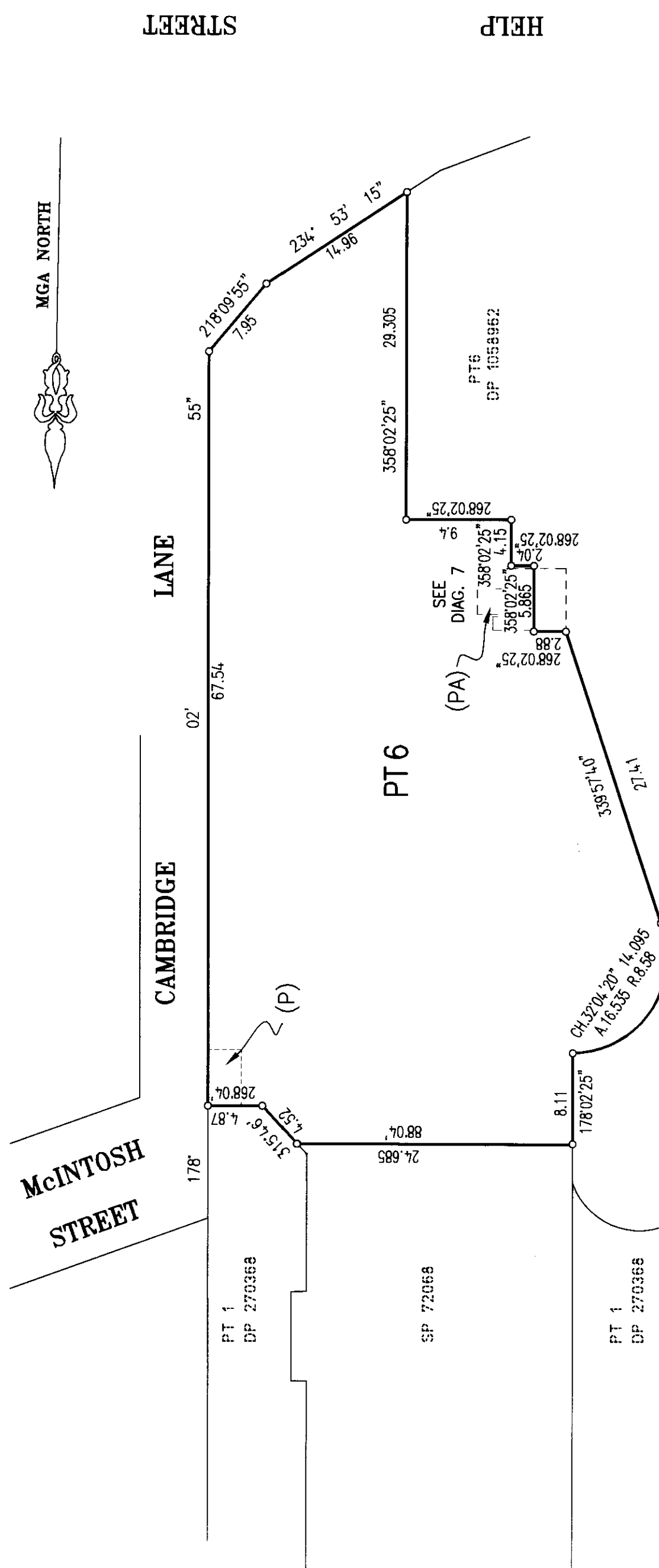


DIAGRAM 7

NOTE 13
EASEMENT FOR PUBLIC ACCESS (PA) IS LIMITED IN DEPTH TO R.L.109 & IS LIMITED IN HEIGHT TO R.L.110.6 BEING THE LOWER SURFACE AND PROLONGATION OF THE SLAB AT LEVEL 5.

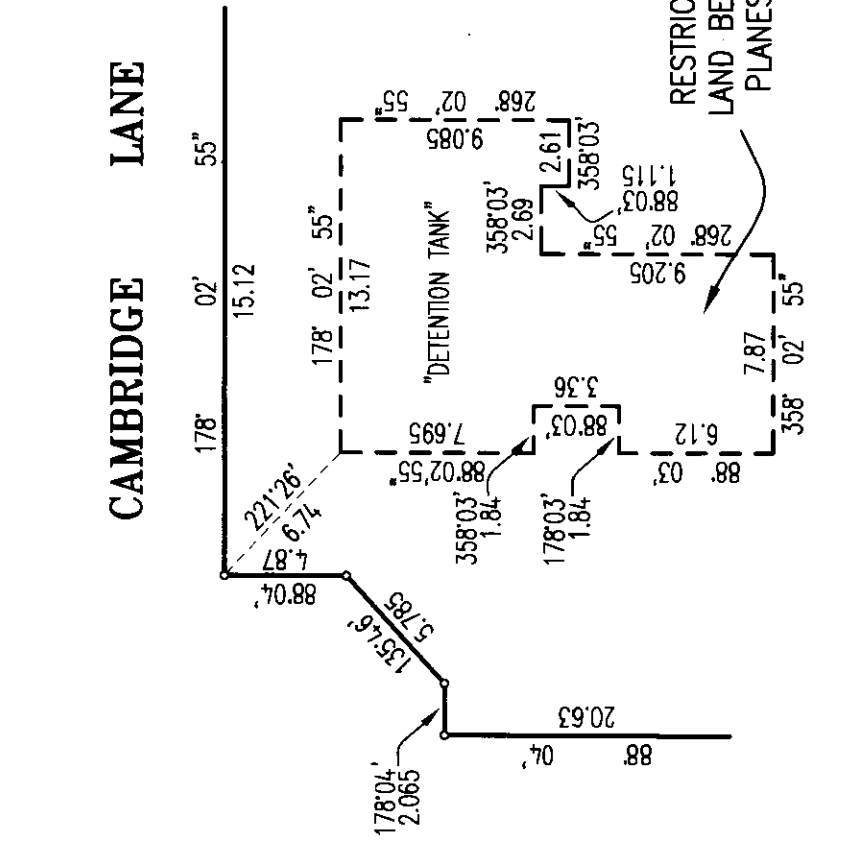


DIAGRAM 8

NOTE 13
EASEMENT FOR PUBLIC ACCESS (PA) IS LIMITED IN DEPTH TO R.L.109 & IS LIMITED IN HEIGHT TO R.L.110.6 BEING THE LOWER SURFACE AND PROLONGATION OF THE SLAB AT LEVEL 5.

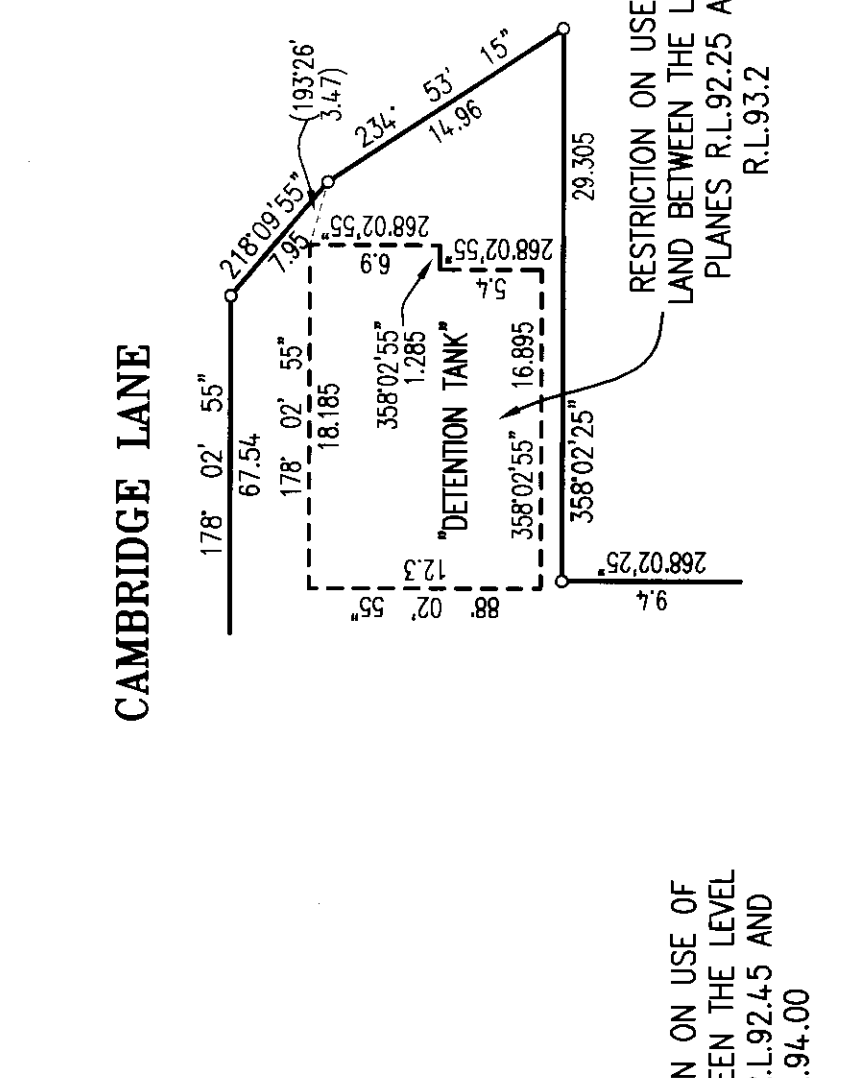


DIAGRAM 9

NOTE 13
EASEMENT FOR PUBLIC ACCESS (PA) IS LIMITED IN DEPTH TO R.L.109 & IS LIMITED IN HEIGHT TO R.L.110.6 BEING THE LOWER SURFACE AND PROLONGATION OF THE SLAB AT LEVEL 5.

DP270368

ADDITIONAL SHEET 17

Registered: MC 21-B-2007

This is sheet 5 of my plan in 6 sheets dated 4/5/17

Surveyor registered under Surveyors Act 1929

This is sheet 5 of the plan of 6 sheets covered by subdivision certificate No. 2007/6 of 23.5.07

Authorised Person/General Manager/Accredited Certifier

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

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

(Sheet 1 of 28 sheets)

DP1058962

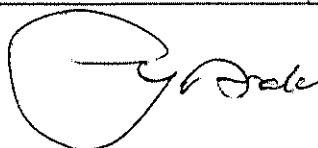
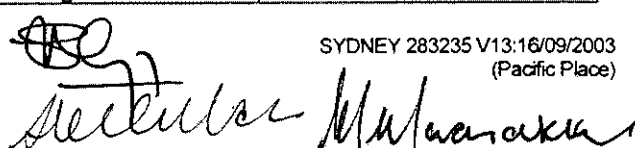
Plan of subdivision covered by Council Certificate No. 2003/8

Full name and address of the owner of the land:

Mirvac Projects Pty Limited of 40 Miller Street, North Sydney

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.	Right of Support Variable Width (D)	8 (part designated "D" in the plan)	6, 7
2.	Right to Attach Panels and Structures (C)	8 (part designated "C" in the plan)	6,7
3.	Right to Inspect Rail Enclosure Structure (whole of lot)	6	8
4.	Easement for Services Under the Railway Line (limited in height and depth) (V) 6 WIDE	52/883102, 8 (part designated "V" in the plan)	6, 7
5.	Restrictions on Use Relating to the Rail Infrastructure Facilities (whole of lot)	6, 7	Rail Infrastructure Corporation
6.	Restrictions on Use Relating to the RES 1 (whole of lot)	7	Rail Infrastructure Corporation
7.	Easement for Drainage of Water 2 Wide, 3 Wide & Variable Width (Q)	7 (part designated "Q" in the plan)	Rail Infrastructure Corporation
8.	Easement for Drainage of Water 2.5 Wide (limited in height) (K)	6,7, 8 (part designated "K" in the plan)	Willoughby City Council, Rail Infrastructure Corporation
9.	Easement for Overland Flow 2.5 Wide & Variable	6, 7, 8 (part designated "L" in	Willoughby City Council

Plan of subdivision covered by Council
 Certificate No.

DP1058962

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
	Width (limited in height) (L)	the plan)	
10.	Right of Access Variable Width (N)	6 (part designated "N" in the plan)	7
11.	Easement for Construction (whole of lot)	7	6
12.	Easement for Drainage of Water 3 Wide (P)	7 (part designated "P" in the plan)	Willoughby City Council
13.	Easement for Drainage of Water 2.5 Wide & Variable (limited in height) (J)	6, 7, 8 & 52/883102 (part designated "J" in the plan)	Willoughby City Council
14.	Easement for Services (limited in height) (M)	6 (part designated "M" in the plan)	7
15.	Easement for Services (limited in depth) (T)	8 (part designated "T" in the plan)	6, 7
16.	Easement for Lateral Drive 6 Wide (limited in height and depth) (W)	52/883102, 8 (part designated "W" in the plan)	6,7 Willoughby City Council
17.	Easement for Support Variable Width (SB)	7 (part designated "SB" in the Plan)	6
18.	Easement for Drainage of Water 3 Wide (G)	7(part designated "G" in the plan)	B/407808
19.	Easement for Support 1.5 Wide & Variable Width (SC)	7, 8 (part designated "SC" in the plan)	Willoughby City Council
20.	Positive Covenant 1 (whole of lot)	6	Rail Infrastructure Corporation and State Rail Authority
21.	Positive Covenant 2 (whole of lot)	6, 7	Rail Infrastructure Corporation



 SYDNEY 283235 V13:16/09/2003
 (Pacific Place)

DP1058962

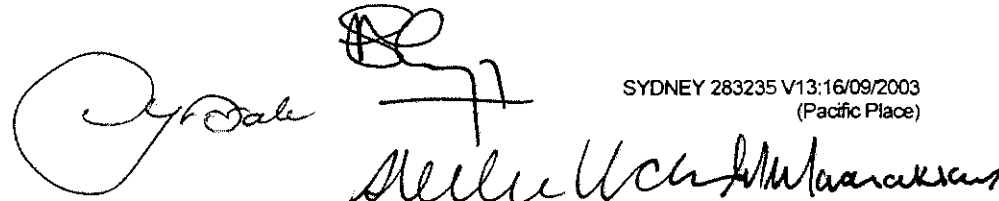
Plan of subdivision covered by Council Certificate No.

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
22.	Restrictions on Use Relating to the RES 2 (whole of lot)	6	Rail Infrastructure Corporation
23.	Easement for Public Access (limited in height) (R)	6(part designated "R" in the plan)	Willoughby City Council
24.	Easement for Recreation (limited in height) (Z)	6 (part designated "Z")	7
25	Easement for Rock Anchors (RA)	6, 7 (part designated "RA" in the plan)	8

Part 1A (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 to Drain Water 3 Wide (F) (DP883102)	51/883102 Now 1, 3, 4 / 1018202 52/883102	Willoughby City Council
2.	Easement to Drain Water 3 Wide (H) (DP883102)	51/883102 Now 1-4 / 1018202	State Rail Authority
3.	Easement to Drain Water 3 Wide & Variable Width (G) (DP883102)	51/883102 Now 1-4 / 1018202	Willoughby Council
4.	Easement for Lateral Drive 6 Wide (limited in height & depth) (B) (DP883102)	52/883102	51/883102 Now, 1-4 / 1018202
5.	Easement for Safety Refuges 1 Wide (A) (DP883102)	51/883102 Now 1-4 / 1018202	52/883102 Rail Infrastructure Corporation

PARTIAL RELEASE



Plan of subdivision covered by Council
Certificate No.

DP1058962

Part 2 (Terms)

DEFINITIONS AND INTERPRETATION

A. Definitions

The following definitions apply to this instrument unless the context requires otherwise:

"Act" means the Transport Administration Act 1988.

"Agent of the Owner" means any agent, employee, servant, contractor, tenant, licensee, invitee of the Owner or any other person who is within the control of the Owner.

"Approved Engineer" means a qualified engineer with suitable experience in providing certification of the type required in this Instrument.

"Authorised User" means any person authorised by the Authority or the Owner of the Lot Benefited.

"Authority" means any authority having the benefit of an easement or restriction under the Instrument.

"Contribution Amount" means the amount of \$10,000 increased by the change in the Index in accordance with clause 1 of this Instrument.

"Domestic Services" includes supply of water, gas, electricity, telephone, security, data, television and discharge of sewerage, sullage, stormwater and other fluid waste.

"Expert" means Snowy Mountains Engineering Corporation ("SMEC") or another party agreed between the RIC, the Owner of the Lot Burdened and the Owner of the Lot Benefited as the case may be.

"Index:

- (a) means the Consumer Price Index (All Groups) which publishes the Australian Bureau of Statistics for Sydney; or
- (b) the replacement index determined in accordance with paragraph C;

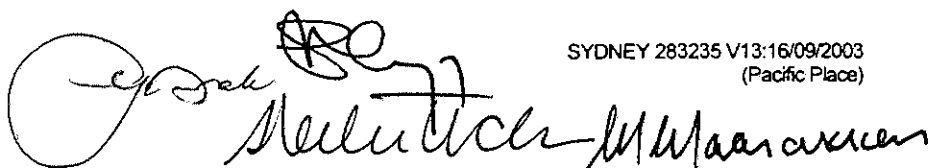
"Index Number" means an index number published under the Index;

"Instrument" means this section 88B instrument.

"Insurance Contribution" means the amount of \$20,000 increased by the change in the Index in accordance with clause 16 of this Instrument;

"Plan" means the plan of subdivision to which this Instrument relates.

"Public Liability Insurance" means a policy of public liability insurance in the name of the Owner of the Lot Burdened for an amount of \$50,000,000 to cover loss or damage to

Handwritten signatures and stamps at the bottom of the page. On the right, there is a circular stamp with the text "SYDNEY 283235 V13:16/09/2003 (Pacific Place)". Below the stamp, there are several handwritten signatures in black ink.

DP1058962

Plan of subdivision covered by Council
Certificate No.

property and or the death of or injury to any person (other than liability which the Law requires to be covered under a workers' compensation insurance policy), arising out of, or in any way connected with the Lot Burdened.

"Rail Infrastructure Facilities":

- (a) includes railway track, associated track structures, over track structures, cuttings, drainage works, track support earthworks and fences, tunnels, bridges, level crossings, service roads, signalling systems, train control systems, communication systems, overhead power supply systems, power and communication cables and associated works, buildings, plant, machinery and equipment; and
- (b) does not include any stations, platforms, rolling stock maintenance facilities, office buildings or housing, freight centres or depots, private sidings and spur lines connected to premises not vested in or owned by RIC; and
- (c) does not include the RES.

"Rail Standard" means the standard the membrane of the RES must be maintained which is to a standard which ensures that the membrane does not cause water leakage to an extent which could be a:

- (a) risk to any person whether arising out of their activities at work or reasonable use of the Rail Infrastructure Facilities and any station or platform;
- (b) safety hazard to the operation of the Rail Infrastructure Facilities or the use of the Rail Infrastructure Facilities by any rolling stock,

including repairing leaks that detrimentally impact upon the operation of the RES, Rail Infrastructure Facilities or the use of the Rail Infrastructure Facilities by any rolling stock;

"RES" means the tunnel erected on lot 8 in the Plan covering in whole or in part the railway line running through Lot 52 in DP 883102.

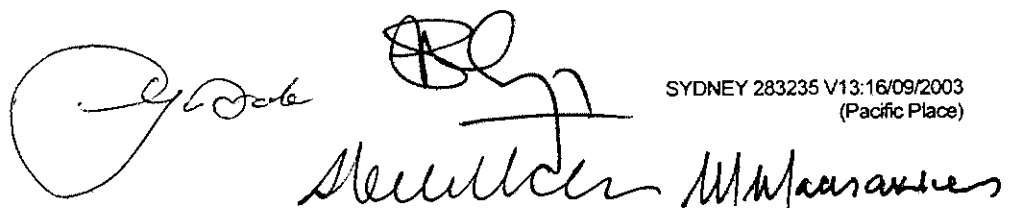
"RES Insurance" means insurance of the RES (including landscaping above the RES) for full reinstatement value, and demolition and debris removal of the RES with additional limits for professional fees necessary for reinstatement.

"RIC" means the Rail Infrastructure Corporation or if that body has been renamed, replaced or ceases to exist or its powers or functions have been transferred to or assumed by another person, body or authority, then that body or authority;

"Site" means lots 6 and 7 in the Plan.

"SRA" means State Rail Authority of New South Wales.

"SRA Land" means Lots 52, 53, 54 and 55 in DP 883102.



DP1058962

Plan of subdivision covered by Council
Certificate No.

"Works" means:

- (a) constructing, placing, erecting, extending or modifying any building or structure on or under the Site or the adjoining land;
- (b) carrying out an excavation or alteration on the surface levels or floor levels of the Site or the adjoining land; or
- (c) carrying out any excavation beneath the surface of the Site or the adjoining land.

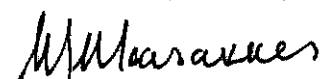
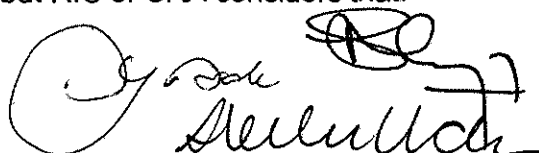
B. Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- (a) the singular includes the plural conversely;
- (b) a gender includes all genders;
- (c) a reference to a person includes a body corporate, an unincorporated body or other entity and conversely; and
- (d) where a reference is made to a person, body or authority and the person, body or authority has been renamed or replaced or has ceased to exist or its powers or functions have been transferred to or assumed by another person, body or authority, the reference shall be deemed to be a reference to the person, body or authority as then serves substantially the same objects as that person, body or authority.

C. Consumer Price Index

- (a) If after the date of registration of this Instrument there is a change in the reference base, coverage or periodicity of the Index and the Australian Bureau of Statistics publishes a conversion factor to link the Index Number under the Index before the change to the Index Number after the change then, subject to paragraph (b), the Index Number will be adjusted in accordance with the conversion factor to preserve the intended continuity of calculation.
- (b) If after the date of registration of this Instrument:
 - (1) the Index ceases to be published;
 - (2) there is a change in the reference base, coverage or periodicity of the Index and the Australian Bureau of Statistics does not publish a conversion factor to link the Index Number under the Index before the change to the Index Number after the change; or
 - (3) there is a change in the reference base, coverage or periodicity of the Index and the Australian Bureau of Statistics publishes a conversion factor to link the Index Number under the Index before the change to the Index Number after the change but RIC or SRA considers that:



DP1058962

Plan of subdivision covered by Council
Certificate No.

- (A) the conversion factor is inappropriate; or
- (B) the change to the Index means that the Index is no longer a general indicator of the price of consumer goods and services in Sydney

then either RIC or SRA must request the president of The Institute of Actuaries of Australia to nominate an actuary to determine whether the change is of sufficient significance to justify him making a determination and, if so, to determine:

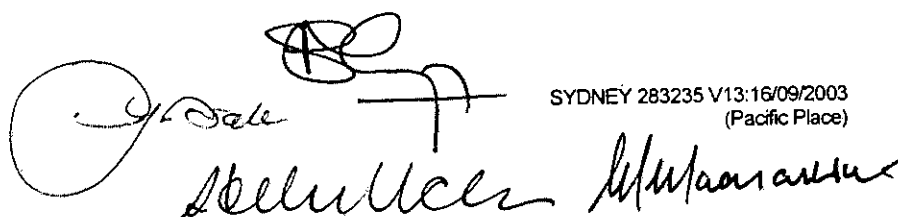
- (4) a conversion factor to link the Index Number under the Index before the change to the Index Number after the change; or
- (5) a replacement index which is a general indicator of the price of consumer goods and services in Sydney

as the case may be.

- (c) In making his determination the actuary will act as an expert and not as an arbitrator and in the absence of manifest error his determination will be final. RIC and SRA must pay for the determination unless the actuary decides otherwise.

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

- 1.1 This easement gives the Owners of the Lots Benefited the right of subjacent and lateral support over that part of the Lot Burdened which is capable of affording support.
- 1.2 The Owner of the Lot Burdened must ensure that such support is maintained at all times including:
 - (a) the Owner of the Lot Burdened must keep the Lot Burdened in good repair and maintenance and safe condition and carry out regular inspections of the RES;
 - (b) complying with its obligations under clause 1.5;
 - (c) the Owner of the Lot Burdened must not detrimentally interfere with the RES or the support it offers; and
 - (d) the Owner of the Lot Burdened must not use the Lot Burdened or any other adjoining land in a way which may detract from the stability of or the support provided by the Lot Burdened or the RES.
- 1.3 The Owner of a Lot Benefited waives any entitlement in respect of and releases RIC, the SRA and any agent of RIC or the SRA from all claims, actions, demands, proceedings and liability which it may have or claim to have or but for this release might have had against RIC, the SRA or any Agent of RIC or the SRA arising directly or indirectly from any nuisance, noise, vibration, electrolysis or any other type of interference arising directly or indirectly from the use of the Rail Infrastructure Facilities by RIC, the SRA or any agent of RIC or the SRA.

The bottom of the page contains several handwritten signatures and stamps. On the left, there is a large circular stamp with a signature inside. To its right, there are two more signatures, one above the other. On the far right, there is a rectangular stamp with the text "SYDNEY 283235 V13:16/09/2003 (Pacific Place)".

DP1058962

Plan of subdivision covered by Council
Certificate No.

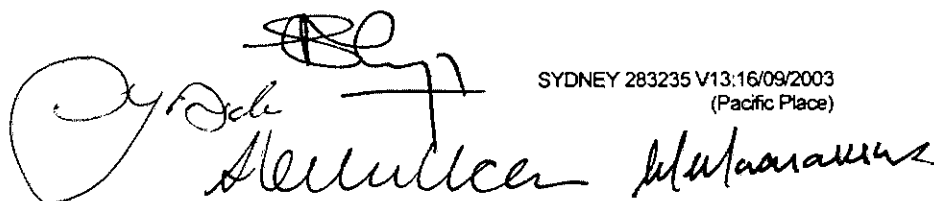
- 1.4 The release under 1.3 above will not apply in the case of any negligent act or omission by RIC, the SRA or any agent of RIC or the SRA in the use of the Rail Infrastructure Facilities.
- 1.5 Subject to clause 1.8, if the RES is severely damaged or destroyed the Owner of the Lot Burdened must reinstate the RES within 2 years of the date of the damage or destruction. If the severe damage or destruction of the RES is caused or contributed to by the Owner of the Lot Burdened, then it must also within 2 years reinstate the panels and structures which are attached to the RES and the landscaping which is above the RES.
- 1.6 Subject to the Owner of the Lot Burdened complying with its obligations set out in clause 1.5 and this clause 1.6, the Owners of the Lots Benefited waive any entitlement in respect of and release the Owner of the Lot Burdened from all claims, actions, demands, proceedings and liability which it may have or claim to have or but for this release might have had against the Owner of the Lot Burdened or any Agent of the Owner of the Lot Burdened arising from the severe damage or destruction of the RES.
- 1.7 Clause 1.6 will not apply where the damage or destruction is caused by the negligent act or omission of the Owner of the Lot Burdened.
- 1.8 The obligation to reinstate the RES under clause 1.5 will not apply where the Owner or Owners of the Lot Benefited have caused by a negligent act or omission the damage or destruction of the RES.
- 1.9 The Owners of the Lots Benefited must contribute to the costs of repair and maintenance of the RES by paying to the Owner of the Lot Burdened the Contribution Amount (in the proportions set out in clauses 1.10 and 1.11) annually in advance on or before 31 July each and every year following the registration of this Instrument.
- 1.10 If an Owner of a Lot Benefited is part of a community scheme under the Community Land Development Act 1989, then that Owner will be taken to have satisfied its obligations under clause 1.9 so long as the community association of that community scheme pays to the Owner of the Lot Burdened 74 percent of the Contribution Amount.
- 1.11 The Owner of Lot 6 in the Plan must pay to the Owner of the Lot Burdened 26 percent of the Contribution Amount.
- 1.12 The Contribution Amount must be reviewed on 1 July each and every year to an amount which is the greater of:

(a) the amount represented by A in the formula:

$$A = B \times \frac{C}{D}$$

where B is the Contribution Amount payable for the year immediately preceding;

C is the Index Number for the quarter ending 30 June of the current year;
and

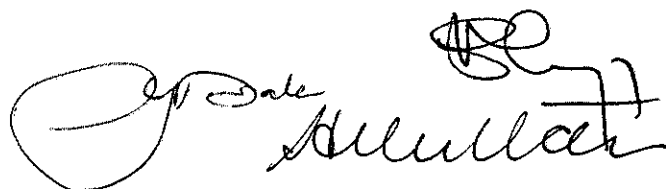
The bottom of the page contains several handwritten signatures and stamps. On the left, there is a large, stylized signature. In the center, there is a signature that appears to be 'Muller'. On the right, there is another signature. Below these signatures, there is a rectangular stamp that reads 'SYDNEY 283235 V13:16/09/2003 (Pacific Place)'. The signatures and stamp are written in black ink on a white background.

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D is the Index Number for the quarter ending 30 June the immediately preceding year or if none, then preceding the date of registration of this instrument; and

- (b) the Contribution Amount for the immediately preceding year.
- 1.13 This easement for support extinguishes if all or substantially all of the land comprising Lot 7 in the Plan and all of the land comprising Lot 6 in the Plan is sold for redevelopment.
- 2. Terms of easement, profit a prendre, restriction or positive covenant numbered 2 in the plan**
- 2.1 Subject to the written consent of the Owner of the Lot Burdened, the Owner of the Lot Burdened grants to the Owners of the Lots Benefited and every person authorised by them, the right to:
- (a) attach panels to the walls of the RES;
- (b) attach pipes, poles, wires, cables, conduits, structures and equipment to the top and sides of the RES; and
- (c) for the purposes set out in paragraphs (a) and (b) above, drill into or otherwise use the RES within the site of the easement and use bolts or other affixing devices.
- 2.2 An Owner of a Lot Benefited must obtain the prior written consent of the Owner of the Lot Burdened before it exercises the powers granted under clause 2.1.
- 2.3 An Owner of a Lot Benefited must serve on the Owner of the Lot Burdened a notice describing the work to be carried out under this easement together with a report from an Approved Engineer setting out the impact (if any) of the work described in the notice on the RES. The Owner of the Lot Burdened must consent to the work to be carried out within 30 days so long as the work is within the powers granted by this easement.
- 2.4 If the Owner of the Lot Benefited has served a notice under clause 2.3 and the Owner of the Lot Burdened has not consented within 14 days:
- (a) the Owner of the Lot Benefited may issue a further notice requiring the Owner of the Lot Burdened's consent and requesting that the Owner of the Lot Burdened meet to discuss the matters set out in the notice; and
- (b) within 7 days of service of the notice referred to in paragraph (a), the Owner of the Lot Burdened and the Owner or an Agent of the Lot Benefited must meet in relation to the work described in the notice under clause 2.3.
- 2.5 If the Authority does not grant its consent in writing within 23 days of service of the notice under clause 2.3 and the Owner of the Lot Benefited has served a further notice in accordance with clause 2.4 (whether or not the parties have met), then the Owner of the Lot Benefited can serve a notice on the chief executive officer of the Owner of the Lot Burdened requesting the chief executive officer to grant consent within 7 days of service of that notice.



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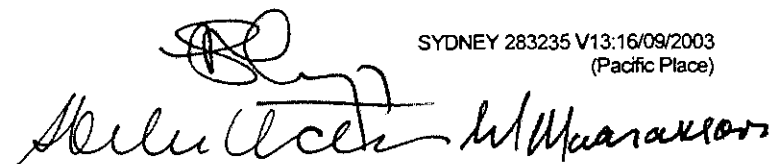
- 2.6 In exercising any right or rights the subject of this easement, an Owner of a Lot Benefited must:
- (a) ensure all work is done properly;
 - (b) cause as little damage as is practicable to the Lot Burdened and the RES;
 - (c) restore the Lot Burdened as nearly as practicable to its former condition;
 - (d) not detrimentally affect the structural integrity of the RES;
 - (e) make good any collateral damage; and
 - (f) obey any reasonable requirements and directions of the Owner of the Lot Burdened.
- 2.7 An Owner of a Lot Benefited must keep and maintain any panels or pipes, poles, wires, cables, conduits, structures and equipment that are attached to the RES under the terms of this easement which are adjacent to that Lot Benefited in good and safe condition.
- 2.8 An Owner of a Lot Benefited must keep and maintain a structure which encroaches on the Lot Burdened under the terms of this easement in good and safe repair.
- 2.9 An Owner of a Lot Benefited indemnifies RIC against each claim, action, proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against RIC in connection with any breach of any provision of this easement by an Owner or an Agent of the Owner of the Lot Benefited.
- 3. Terms of easement, profit a prendre, restriction or positive covenant numbered 3 in the plan**
- 3.1 The Owner of the Lot Benefited shall be entitled to inspect the RES and inspect, repair, replace and maintain rock anchors and horizontal ties (including those encroaching on lot 6 in the Plan) at reasonable times.
- 3.2 Before the Owner of the Lot Benefited or any person authorised by the Owner of the Lot Benefited enters the site of the easement under a power conferred by this easement, the Owner of the Lot Benefited or the person authorised by the Owner of the Lot Benefited must serve on the Owner of the Lot Burdened reasonable notice in writing of the Owner of the Lot Benefited's intention to enter the building or improvement on a day or days specified in the notice unless:
- (a) entry onto the site of the easement is made with the consent of the Owner of the Lot Burdened; or
 - (b) entry is required for any emergency inspection or the taking of urgent remedial action to Rail Infrastructure Facilities or the RES or the rock anchors and horizontal ties, in which event the chief executive officer of the Owner of the Lot Benefited or a person nominated by the chief executive officer of the Owner of the Lot Benefited (either generally or in the particular case) must give the Owner of the Lot Burdened as much notice (oral or otherwise) as is practicable in the circumstances.



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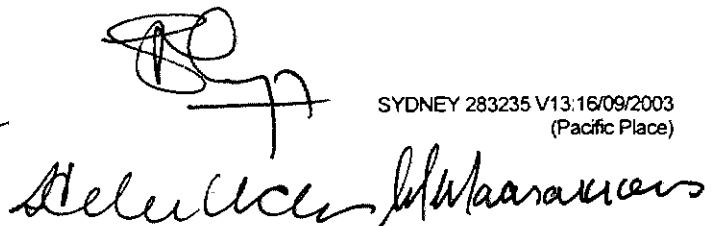
- 3.3 If there is a building erected on the Lot Burdened, the Owner of the Lot Burdened must provide the Owner of the Lot Benefited with the temporary use of two visitor car parking spaces within the Lot Burdened for the storage of materials for the carrying out of repairs and maintenance to the RES.
- 3.4 The Owner of the Lot Benefited must serve on the Owner of the Lot Burdened a written request prior to exercising its rights under clause 3.3.
- 3.5 If there is a building erected on the Lot Burdened, the Owner of the Lot Benefited must give reasonable notice in writing if the Owner of the Lot Benefited will require the temporary use of car spaces in order to access the RES to carry out repair or maintenance of the RES.
- 3.6 In exercising any right or rights the subject of this easement, the Owner of the Lot Benefited must:
- (a) cause as little inconvenience as is practicable to the Owner of the Lot Burdened and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any building or structure on it;
 - (c) restore the Lot Burdened as nearly as practicable to its former condition;
 - (d) not detrimentally affect the structural integrity of the improvements on the Lot Burdened;
 - (e) make good any collateral damage; and
 - (f) obey any reasonable requirements and directions of the Owner of the Lot Burdened whilst on the Lot Burdened.
- 3.7 The Owner of the Lot Burdened indemnifies the Owner of the Lot Benefited against each claim, action, proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Owner of the Lot Benefited in connection with any breach of any provision of this easement by the Owner or an Agent of the Owner of the Lot Burdened.
- 3.8 Nothing in this easement shall limit the rights of the Owner of the Lot Burdened to make a claim against the Owner of the Lot Benefited if the Owner of the Lot Benefited or any of the Owner of the Lot Benefited's agents commits any negligent act or omission in exercising any of its functions under this easement.
- 3.9 With respect to compensation:
- (a) the Owner of the Lot Benefited must compensate the Owner of the Lot Burdened for damage suffered by it as a result of the exercise of functions by the Owner of the Lot Benefited under this easement except to the extent caused or contributed to by any negligent or wilful act or omission of the Owner of the Lot Burdened;



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- (b) for the avoidance of doubt, the Owner of the Lot Burdened is not entitled to claim or recover any payment or other benefit merely because Rail Infrastructure Facilities are situated on the SRA Land or the Lot Burdened, subsequently constructed on the SRA Land or used by the Owner of the Lot Benefited or any person authorised by the Owner of the Lot Benefited;
- (c) any claim for compensation by the Owner of the Lot Burdened for damage caused by the exercise of functions by the Owner of the Lot Benefited under this easement must be made in writing to the chief executive officer of the Owner of the Lot Benefited within 12 months after the right to claim arose or within such further time as may be agreed by the chief executive officer of the Owner of the Lot Benefited;
- (d) compensation may be made by reinstatement, repair, construction of works or payment;
- (e) compensation must include costs for demolition, removal of rubble, reinstatement and damages;
- (f) if compensation is to be made by payment, the amount of the compensation is the higher of the value of the building or structure or the amount calculated in accordance with (e) above as agreed between the Owner of the Lot Benefited and the Owner of the Lot Burdened, each acting reasonably. In this clause 3.9(f), "value" means the higher of:
 - (1) the market value of the building or structure; or
 - (2) the cost of replacement of the building or structure on a new for old basis;
- (g) if the Owner of the Lot Benefited and the Owner of the Lot Burdened cannot, within a reasonable time agree on the amount of compensation, the matter is to be referred to the Expert for resolution;
- (h) the Expert shall be instructed to:
 - (1) decide the dispute within the shortest practicable time; and
 - (2) deliver a report stating his opinion with respect to the matters in dispute, setting out the reasons for his decision;
- (i) the Expert shall decide the procedures to be followed in order to resolve the dispute;
- (j) the parties must promptly provide the Expert with all information and assistance he reasonable requests for the purpose of resolving the dispute;
- (k) the Expert shall act as an independent expert, not an arbitrator;
- (l) the Expert's decision shall be conclusive and final and binding on the parties (except in the case of manifest error);



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(m) each party shall bear its own costs relating to the resolution of a dispute under this clause; and

(n) each party shall bear one half of the costs of the Expert.

3.10 The Owner of the Lot Burdened waives any entitlement in respect of and releases the Owner of the Lot Benefited, the SRA and any agent of the Owner of the Lot Benefited or the SRA from:

(a) all claims, actions, demands, proceedings and liability which it may have or claim to have or but for this release might have had against the Owner of the Lot Benefited, the SRA or any agent of the Owner of the Lot Benefited or the SRA arising directly from the exercise of performance by the Owner of the Lot Benefited, the SRA or any agent of the Owner of the Lot Benefited or the SRA of any of the Owner of the Lot Benefited's or the SRA's rights or obligations under this easement;

(b) all claims, actions, demands, proceedings and liability which it may have or claim to have or but for this release might have had against the Owner of the Lot Benefited, the SRA or any Agent of the Owner of the Lot Benefited or the SRA arising directly or indirectly from any nuisance, noise, vibration, electrolysis or any other type of interference arising directly or indirectly from the exercise or performance by the Owner of the Lot Benefited, the SRA or any agent of the Owner of the Lot Benefited or the SRA of any of the Owner of the Lot Benefited's or the SRA's rights or obligations under this easement.

3.11 The release under clause 3.10 above will not apply in the case of any negligent act or omission by the Owner of the Lot Benefited, the SRA or any agent of the Owner of the Lot Benefited or the SRA or any breach of this easement by the Owner of the Lot Benefited, the SRA or any agent of the Owner of the Lot Benefited or SRA.

4. Terms of easement, profit a prendre, restriction or positive covenant numbered 4 in the plan

4.1 The Owner of the Lot Benefited may:

(a) use each Lot Burdened, but only within the site of this easement, to provide Domestic Services to or from each Lot Burdened; and

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

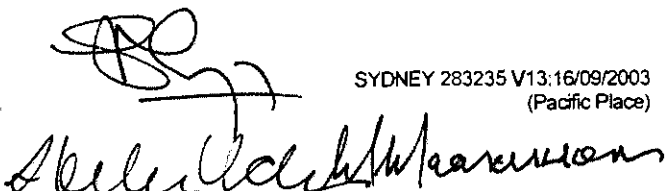
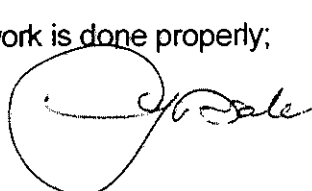
(1) entering the Lot Burdened;

(2) taking anything onto the Lot Burdened; and

(3) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

4.2 In exercising those powers, the Owner of the Lot Benefited must:

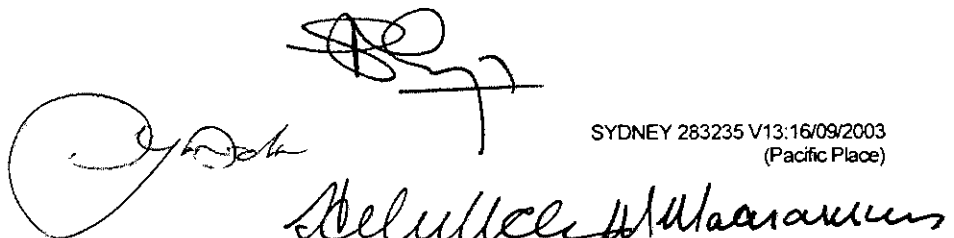
(a) ensure all work is done properly;



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- (b) cause as little inconvenience as is practicable to the Owner of the Lot Burdened and any occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (d) restore the Lot Burdened as nearly as practicable to its former condition;
 - (e) make good any collateral damage; and
 - (f) obey any reasonable requirements and directions of the Owner of the Lot Burdened whilst on the Lot Burdened.
- 5. Terms of easement, profit a prendre, restriction or positive covenant numbered 5 in the plan**
- 5.1 The Owner of the Lot Burdened must not use the Lot Burdened or permit the Lot Burdened to be used in any way which results in the Rail Infrastructure Facilities being wilfully or negligently destroyed, damaged or interfered with by the Owner of the Lot Burdened or any Agent of the Owner of the Lot Burdened.
- 5.2 The Owner of the Lot Burdened must not use the Lot Burdened or permit the Lot Burdened to be used in any way which results in RIC, or any person authorised by RIC, being delayed or obstructed in exercising or performing any of the powers, authorities, duties or functions of RIC, including inspecting, operating, repairing, replacing, maintaining, removing, extending, expanding, upgrading, altering, connecting, disconnecting, improving or doing any other thing that RIC considers is necessary or appropriate to any of the Rail Infrastructure Facilities to ensure that the Rail Infrastructure Facilities are established, held and managed in an efficient manner.
- 5.3 The Owner of the Lot Burdened must not use the Lot Burdened or permit the Lot Burdened to be used in any way which results in any structure or object being placed in, on or near the Rail Infrastructure Facilities in a manner that interferes with the operation of the Rail Infrastructure Facilities.
- 5.4 The Owner of the Lot Burdened must not use the Lot Burdened or permit the Lot Burdened to be used in any way which results in any proposed construction, repair, maintenance, alteration, removal, demolition or other similar Works on the Lot Burdened being carried out if such Works threaten or are likely to threaten the safety or operational capacity or efficiency of RIC's Rail Infrastructure Facilities unless the Owner of the Lot Burdened has notified RIC in writing of the proposed Works and RIC acting reasonably and promptly, has consented in writing (with or without reasonable conditions) to any such Works before being undertaken.
- 5.5 If the Owner or an Agent of the Owner of the Lot Burdened uses the Lot Burdened or permits the Lot Burdened to be used in any way which results in:



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- (a) a structure or object being placed in, on or near Rail Infrastructure Facilities in a manner that interferes with the safety or operational capacity or efficiency of the Rail Infrastructure Facilities in breach of clause 5.3 above; or
- (b) the carrying out, or proposal to carry out, any construction, repair, maintenance, alteration, removal, demolition or other similar work in, on or near Rail Infrastructure Facilities in a manner that threatens or is likely to threaten the safety or operational capacity or efficiency of the Rail Infrastructure Facilities in breach of clause 5.4 above.

RIC acting reasonably, may give the Owner of the Lot Burdened a written notice requiring removal of the structure or object or that the work not be undertaken or, if the work has commenced, that it be stopped, altered or removed within a time and (if appropriate) in the manner specified in the notice.

5.6 On the receipt of a notice issued in accordance with clause 5.5 above, the Owner of the Lot Burdened must ensure that:

- (a) the structure or object is removed; or
- (b) the work is not undertaken, or is stopped, altered or removed,

and must compensate RIC for all loss or damage suffered by RIC as a result of the placement of the structure or object on, in or near the Rail Infrastructure Facilities or as a result of the undertaking of the work.

5.7 If the Owner of the Lot Burdened fails to comply with a notice issued in accordance with clause 5.5 above within the period and (if appropriate) in the manner specified in the notice or within any extension of that period allowed by RIC in writing, RIC may:

- (a) remove the structure or object; or
- (b) alter or remove the work,

and recover from the Owner of the Lot Burdened the reasonable cost of the alteration or removal together with reasonable compensation for all loss or damage suffered by it as a result of the placement of the structure or object on, in or near the Rail Infrastructure Facilities or as a result of the undertaking of the work.

5.8 If the Owner or an Agent of the Owner of the Lot Burdened, without the consent in writing of RIC:

- (a) carries out any activity to the Lot Burdened that causes destruction of, damage to or interference with any Rail Infrastructure Facilities; and
- (b) does so in circumstances in which the person knew, or should have known, that the destruction, damage or interference would result from the carrying out of the activity,

the Owner of the Lot Burdened is liable to compensate RIC for all loss or damage suffered by RIC as a result.

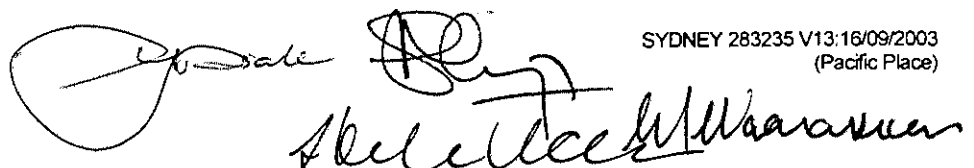


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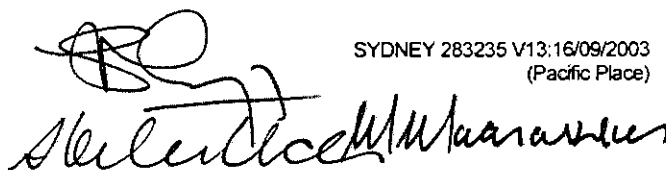
- 5.9 RIC is not entitled to compensation under clause 5.8 above and another subclause of this Instrument for the same destruction, damage or interference.
- 5.10 The Owner of the Lot Burdened shall indemnify RIC against each claim, action proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against RIC in connection with any breach of any provision of these restrictions on use by the Owner or an Agent of the Owner of the Lot Burdened.
- 5.11 Nothing in this easement limits the rights of the Owner of the Burdened to make a claim against RIC if RIC or any of RIC's agents commits any negligent act or omission in exercising any of its functions under this easement.
- 5.12 RIC must provide the Owner of the Lot Burdened all reasonable detailed information concerning the safety requirements, operational capacity, performance and efficiency, standards and criteria of the Rail Infrastructure Facilities to enable the Owner of the Lot Burdened to comply with these restrictions on use. The Owner of the Lot Burdened may rely on all such information provided to it as being an accurate and comprehensive representation of RIC's requirements. Compliance with the standards and criteria contained in that information by the Owner of the Lot Burdened will be deemed sufficient compliance with these restrictions on use, other than with respect to manifest error.
- 5.13 It is not a bar to proceedings by RIC against an Owner of a Lot Burdened for a breach of a provision or provisions of this covenant if the breach complained of was caused or contributed to by another Owner of a Lot Burdened.
- 5.14 RIC is the only person authorised to release, vary or modify any restriction on use of land contained in the provisions of this covenant.
- 6. Terms easement, profit a prendre, restriction or positive covenant numbered 6 in the plan**
- 6.1 The Owner of the Lot Burdened must not use or permit the Lot Burdened to be used in any way which results in the RES being wilfully or negligently destroyed, damaged or interfered with by the Owner or an Agent of the Owner of the Lot Burdened.
- 6.2 The Owner of the Lot Burdened must not use or permit the Lot Burdened to be used in any way which results in any structure or object being placed in, on or near the RES in a manner that interferes with or may compromise the stability or structural integrity of the RES or the support that the RES offers to adjoining land.
- 6.3 The Owner of the Lot Burdened must not use or permit the Lot Burdened to be used in any way which results in any proposed construction, repair, maintenance, alteration, removal, demolition or other similar work on the Lot Burdened that threatens or is likely to threaten the safety, stability or structural integrity of the RES being carried out.
- 6.4 The Owner of the Lot Burdened shall indemnify RIC against each claim, action proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against RIC in connection with any breach of any provision of this covenant by the Owner or an Agent of the Owner of the Lot Burdened.


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- 6.5 Nothing in this easement limits the rights of the Owner of the Lot Burdened to make a claim against RIC if RIC or any of RIC's agents commits any negligent act or omission in exercising any of its functions under this easement.
- 6.6 It is not a bar to proceedings by RIC against an Owner of a Lot Burdened for a breach of a provision or provisions of this covenant if the breach complained of was caused or contributed to by another Owner of a Lot Burdened.
- 6.7 RIC is the only person authorised to release, vary or modify any restriction on use of land contained in the provisions of this covenant.
- 7. Terms of easement, profit a prendre, restriction or positive covenant numbered 7 in the plan**
- 7.1 The Authority may:
- (a) drain water from any natural source through the Lot Burdened, but only within the site of this easement; and
 - (b) do anything reasonably necessary for that purpose, including:
 - (1) entering the Lot Burdened;
 - (2) taking anything onto the Lot Burdened;
 - (3) using any existing line of pipes; and
 - (4) carrying out work, such as constructing, placing or repairing or maintaining pipes, ditches and equipment.
- 7.2 In exercising the powers the subject of clause 7.1, the Authority must:
- (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (d) restore the Lot Burdened as nearly as practicable to its former condition; and
 - (e) make good any collateral damage.



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8. Terms of easement, profit a prendre, restriction or positive covenant numbered 8 in the plan

8.1 The Authority may:

- (a) drain water from any natural source through the Lot Burdened, but only within the site of this easement; and
- (b) do anything reasonably necessary for that purpose, including:
 - (1) entering the Lot Burdened;
 - (2) taking anything onto the Lot Burdened;
 - (3) using any existing line of pipes; and
 - (4) carrying out work, such as constructing, placing or repairing or maintaining pipes, ditches and equipment.

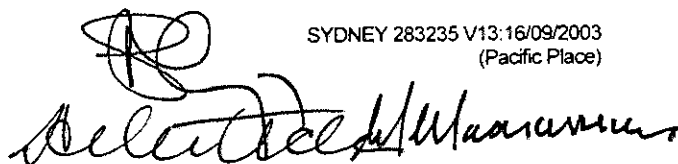
8.2 In exercising the powers the subject of clause 8.1, the Authority must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as practicable to its former condition; and
- (e) make good any collateral damage.

9. Terms of easement, profit a prendre, restriction or positive covenant numbered 9 in the plan

9.1 The Authority Benefited may:

- (a) drain water from any natural source through each Lot Burdened but only within the site of this easement; and
- (b) do anything reasonably necessary for that purpose including:
 - (1) entering the Lot Burdened; and
 - (2) taking anything onto the Lot Burdened; and
 - (3) carrying out work such as constructing, placing, repairing or maintaining channels and ditches.



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- (c) In exercising those powers the Authority Benefited must:
- (1) ensure all work is done properly; and
 - (2) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
 - (3) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (4) restore the lot burdened as nearly as is practicable to its former condition; and
 - (5) make good any collateral damage.

10. Terms of easement, profit a prendre, restriction or positive covenant numbered 11 in the plan

10.1 The Owner of the Lot Benefited may:

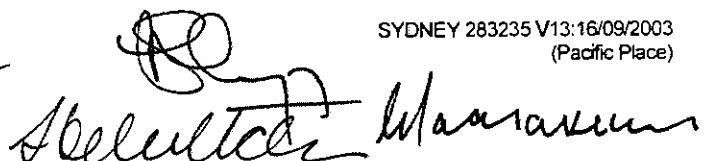
- (a) use the Lot Burdened to facilitate the construction of improvements on the Lot Benefited; and
- (b) do anything reasonably necessary for that purpose, including:
 - (1) entering into the Lot Burdened;
 - (2) taking anything on to the Lot Burdened; and
 - (3) carrying out work including installing, keeping and using any scaffolding, plant, equipment, signage and machinery on the Lot Burdened.

10.2 While carrying out works permitted by this easement the Owner of the Lot Benefited may temporarily close parts of the easement site.

10.3 In exercising those powers, the Owner of the Lot Benefited must:

- (a) ensure that all work on the Lot Benefited is done properly; and
- (b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

10.4 The rights under this easement terminate on the date of completion of the construction of improvements on the Lot Benefited and on and from that date this easement is extinguished without further assurance.



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11. Terms of easement, profit a prendre, restriction or positive covenant numbered 16 in the plan

11.1 Full and free right for the registered proprietors of the Lots Benefited, the Authority and every person authorised by them, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both over and through the Lot Burdened.

11.2 The Owner of Lot 6 in the Plan covenants to maintain and repair the Easement for Lateral Drive 6 Wide referred to in the Plan in a proper condition and state of repair.

11.3 If the Owner of Lot 6 in the Plan does not comply with its obligations under clause 11.2 then the Owner of the Lot Burdened may upon not less than 7 days' written notice (except in case of emergency when no notice is required) maintain, repair or otherwise remedy any failure by the Owner of the Lot Benefited to comply with obligations under clause 11.2 and may recover the cost of doing so from the Owner of Lot 6 in the Plan.

11.4 The defaulting Owner of Lot 6 in the Plan must pay interest at the rate of 2% above the Commonwealth Bank Overdraft Reference Rate (or the official substitute therefore) on the outstanding amount calculated from the due date for payment until the date on which payment is made (both dates inclusive).

11.5 The Owner of Lot 6 in the Plan will take out and keep in force a public liability policy of insurance for an insured indemnity sum of \$30,000,000 (or such other amount as the Owner of the Lot Burdened from time to time determines) with a reputable insurance company against liability arising in respect of:

- (a) personal injury to or death of any person whomsoever; and
- (b) in respect of any injury or damage whatsoever to any property in or about the Easement for Lateral Drive 6 Wide

which notes the interest of the Owners of the Lots Burdened.

11.6 The Easement for Lateral Drive under clause 11.1 can only be released varied or modified by the Owners for the time being of the Lots Benefited and Willoughby City Council.


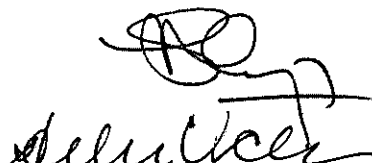
11.7 The Easement for Lateral Drive under clauses 11.2, 11.3, 11.4 and 11.5 can only be released varied or modified by the Owners for the time being of the Lots Burdened.

12. Terms of easement, profit a prendre, restriction or positive covenant numbered 17 in the plan

12.1 This easement gives the Owner of the Lot Benefited the right of subjacent and lateral support over that part of the Lot Burdened which is capable of affording support.

12.2 This easement for support is for the support of:

- (a) any structure including joists, bearers, iron, steel timber, reinforced concrete and any other materials already inserted or to be inserted and or used in the structure of any building; and



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(b) each building already built or to be built on the land benefited which requires for its stability.

13. Terms of easement, profit a prendre, restriction or positive covenant numbered 19 in the plan

13.1 The Owner of the Lot Burdened grants to the Authority the full, free and unimpeded right to have each and every part of any structure of the pathway adjacent to the Lot Burdened supported, upheld and maintained vertically by the soil of (where applicable), and each structure on, the Lot Burdened or any part of it which is capable of affording support.

13.2 In this easement, structure includes floors, steps and staircases, brick walls, the ends of flooring boards, joists, bearers, columns, iron, steel, timber, reinforced concrete and other materials already inserted or to be inserted and or used in the structure of any part of any building or structure.

14. Terms of easement, profit a prendre, restriction or positive covenant numbered 20 in the plan

14.1 The Owner of the Lot Burdened must effect and keep current at all times Public Liability Insurance over the Lot Burdened.

14.2 The Owner of the Lot Burdened must ensure that the policy of insurance effected or required to be effected by the Owner of the Lot Burdened under clause 14.1 is:

- (a) with an insurer approved in writing by RIC and SRA (which approval shall not be unreasonably withheld);
- (b) has no exclusion, endorsement or alteration unless first approved in writing by RIC and SRA acting reasonably; and
- (c) in the name of the Owner of the Lot Burdened and notes the rights and interests of SRA and RIC.

14.3 The Owner of the Lot Burdened must repair and maintain the membrane of the RES which forms part of the Lot Burdened to the Rail Standard.

14.4 RIC and SRA acknowledge that the roof surface of the RES will not be waterproof and the Owner of the Lot Burdened will not be in breach of its obligations under this positive covenant if there are minor leaks in the RES.

14.5 If at any time the operation of the Rail Infrastructure Facilities are impeded due to the condition of the membrane within the Lot Burdened not meeting the Rail Standard, RIC may serve a notice on the Owner of the Lot Burdened requiring work to be carried out to the membrane so that the Rail Standard is met.

14.6 The Owner of the Lot Burdened must within a reasonable time at its cost repair that part of the membrane within the Lot Burdened to the Rail Standard.


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- 14.7 The Owner of the Lot Burdened acknowledges that the obligation to repair under this positive covenant applies even if the deterioration or damage to the membrane of the RES within the Lot Burdened is caused by an owner or occupier of Lot 7 in the Plan.
- 14.8 The fact that the deterioration or damage to the membrane of the RES within a Lot Burdened is caused by an owner or occupier of Lot 7 in the Plan is not a bar to proceedings by an Authority to enforce this positive covenant.
- 14.9 The Owner of the Lot Burdened must erect and maintain signs which are easily visible within the area of the Lot Burdened that is above the RES at intervals of no less than 25 metres which state that the loading limit of the RES is 10kpa per m² and include words to the effect of:
- "Care must be taken not to damage inground services or the membrane of the Rail Enclosure Structure. Before digging details of ground services and soil depths must be obtained from the building manager. Any damage to in ground services or the membrane of the Rail Enclosure Structure must be immediately reported to the building manager."
- 14.10 The obligation to erect and maintain signs under clause 14.9 takes effect from the issue of an occupation certificate for a building erected on the Lot Burdened.
- 15. Terms of easement, profit a prendre, restriction or positive covenant numbered 21 in the plan**
- 15.1 The Owners of the Lots Burdened must contribute to the costs of insurance of the RES by paying to the Authority the Insurance Contribution (in the proportions set out in clauses 15.2 and 15.3) annually in advance on or before 31 July each and every year following the registration of this Instrument.
- 15.2 If an Owner of a Lot Burdened is part of a community scheme under the Community Land Development Act 1989, then that Owner will be taken to have satisfied its obligations under clause 15.1 so long as the community association of that community scheme pays to the Authority 74 percent of the Insurance Contribution.
- 15.3 The Owner of Lot 6 in the Plan must pay to Authority 26 percent of the Insurance Contribution.
- 15.4 The Insurance Contribution must be reviewed on 1 July each and every year to an amount which is the greater of:

(a) the amount represented by A in the formula:

$$A = B \times \frac{C}{D}$$

where B is the Insurance Contribution payable for the year immediately preceding;

C is the Index Number for the quarter ending 30 June of the current year;
and

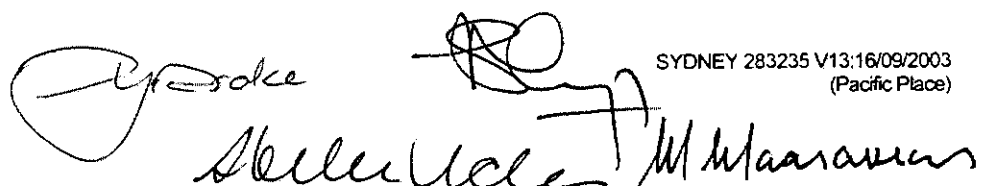
SYDNEY 283235 V13:16/09/2003
(Pacific Place)

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D is the Index Number for the quarter ending 30 June the immediately preceding year or if none, then preceding the date of registration of this Instrument; and

- (b) the Insurance Contribution for the immediately preceding year.
- 15.5 The Owners of the Lots Burdened must comply with their obligations under the easement firstly referred to in the Plan to contribute to the costs of repair and maintenance of the RES.
- 16. Terms easement, profit a prendre, restriction or positive covenant numbered 22 in the plan**
- 16.1 Total loading of the RES must not exceed a maximum loading limit of 10kpa per m².
- 16.2 Any building or buildings constructed on the Lot Burdened must have at least a 100mm separation between a wall of a building and with the RES.
- 16.3 The Owner of the Lot Burdened must not use or permit the Lot Burdened to be used in any way which results in the RES being wilfully or negligently destroyed, damaged or interfered with by the Owner or an Agent of the Owner of the Lot Burdened.
- 16.4 The Owner of the Lot Burdened must not use or permit the Lot Burdened to be used in any way which results in any structure or object being placed in, on or near the RES in a manner that interferes with or may compromise the stability or structural integrity of the RES or the support that the RES offers to adjoining land.
- 16.5 The Owner of the Lot Burdened must not use or permit the Lot Burdened to be used in any way which results in any proposed construction, repair, maintenance, alteration, removal, demolition or other similar work on the Lot Burdened that threatens or is likely to threaten the safety, stability or structural integrity of the RES being carried out.
- 16.6 The Owner of the Lot Burdened shall indemnify the Authority against each claim, action proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Authority in connection with any breach of any provision of this covenant by the Owner or an Agent of the Owner of the Lot Burdened.
- 16.7 The Owner of the Lot Burdened must obtain the prior written consent of the Authority before it constructs a structure or makes an installation on that part of the Lot Burdened which is above the RES where the proposed construction of a structure or installation requires development consent from Willoughby City Council.
- 16.8 The Owner of the Lot Burdened and its Agents may only use residential scale plant and equipment including ride on lawn mowers and bob cat scale machines to carry out repair and maintenance to areas of landscaped open space areas. The Owner of the Lot Burdened must otherwise obtain the written consent of RIC before bringing heavy machinery onto landscaped open space areas.



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16.9 The Owner of the Lot Burdened must submit to the Authority:

- (a) a written notice describing the structure or thing to be installed or constructed on that part of the Lot Burdened which is above the RES and requires development consent;
- (b) a copy of the relevant development consent from Willoughby City Council; and
- (c) a copy of a certificate from an Approved Engineer certifying the effect on the loading of the RES of the structure or thing to be installed or constructed.

16.10 Subject to clauses 16.13 and 16.14 below, the Authority must consent to the installation or construction set out in the notice within 30 days of service of the notice so long as the additional loading is certified by an Approved Engineer as being within the loading capacity of the RES.

16.11 If the Owner of the Lot Burdened has served a notice under clause 16.9 and the Authority has not consented within 14 days of service of the notice the Owner of the Lot Burdened may issue a further notice requiring the Authority's consent.

16.12 If the Authority does not grant its consent in writing within 23 days of service of the notice under clause 16.9 and the Owner of the Lot Burdened has served a further notice in accordance with clause 16.11, then the Owner of the Lot Burdened can serve a notice on the chief executive officer of the Authority requesting the chief executive officer to grant consent within 7 days of service of that notice.

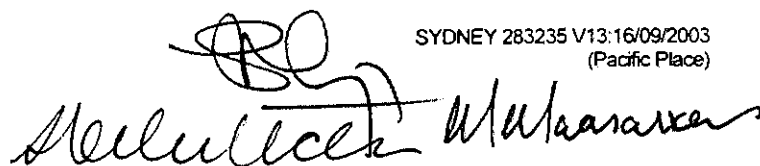

16.13 The requirement under clause 16.7 to obtain the consent of the Authority does not apply to:

- (a) the placing of a thing on the Lot Burdened which does not materially impact on the loading of the RES; and
- (b) the installation of landscaping, paving and the construction of the building and other structures the subject of development consent number 20010600 granted by Willoughby City Council (as amended from time to time).

16.14 In cases of emergency, the Owner of the Lot Burdened is not required to obtain the prior written consent of the Authority to any installation or placement on top of the RES so long as the installation or placement does not exceed 5 kpa per square metre and the Owner of the Lot Burdened provides a certificate from an Approved Engineer (who may be nominated by the Owner of the Lot Burdened) to that effect and provides the Authority with as much notice as is practicable in the circumstances.

16.15 For the avoidance of doubt clause 16.7 does not apply to areas of the Lot Burdened which are below the RES.

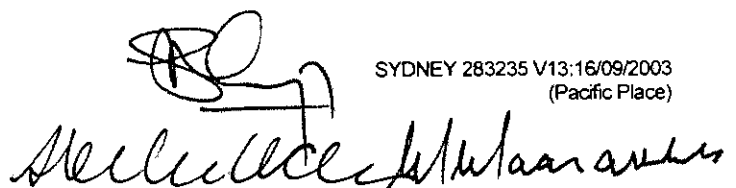
16.16 Nothing in this easement limits the rights of the Owner of the Lot Burdened to make a claim against the Authority if the Authority or any of Authority's agents commits any negligent act or omission in exercising any of its functions under this easement.



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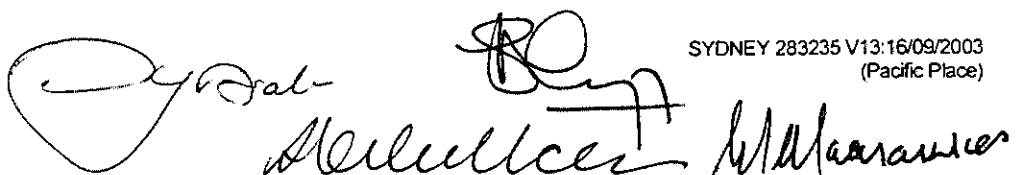
- 16.17 It is not a bar to proceedings by the Authority against the Owner of the Lot Burdened for a breach of clauses 16.1, 16.3, 16.4, 16.5 and 16.8 of this restriction if the breach complained of was caused or contributed to by an Owner of Lot 7 in the Plan.
- 16.18 The Authority is the only person authorised to release, vary or modify any restriction on use of land contained in the provisions of this covenant.
- 17. Terms easement, profit a prendre, restriction or positive covenant numbered 23 in the plan**
- 17.1 Subject to clause 17.4 the Owner of the Lot Burdened grants to the Authority and any Authorised User the right to enter the easement site to:
- (a) cross, recross, sit, enjoy and relax; and
 - (b) cycle along the cycleways provided within the easement site; and
 - (c) walk along the walkways provided within the easement site.
- 17.2 The Owner of the Lot Burdened, acting reasonably, may remove any person entitled to exercise a right under this easement if that person does not comply with any safety rules the Owner of the Lot Burdened makes regarding the use of the easement site.
- 17.3 If the Owner of the Lot Burdened makes any safety rules regarding the use of the easement site, the Owner of the Lot Burdened must erect a sign which sets out those rules.
- 17.4 This Easement for Public Access does not take effect until an occupation certificate is issued for a building constructed on the Lot Burdened in accordance with development consent number 20010600.
- 17.5 The position of this Easement for Public Access may be varied by the Owner of the Lot Burdened with the consent of Willoughby City Council following the issue of a construction certificate for the building to be constructed generally in accordance with development consent number 20010600.
- 18. Terms easement, profit a prendre, restriction or positive covenant numbered 24 in the plan**
- 18.1 Subject to clause 18.4 the Owner of the Lot Burdened grants to the Owner of the Lot Benefited and any Authorised User the right to enter the easement site to:
- (a) cross, recross, sit, enjoy and relax; and
 - (b) cycle along the cycleways provided within the easement site; and
 - (c) walk along the walkways provided within the easement site.



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- 18.2 The Owner of the Lot Burdened, acting reasonably, may remove any person entitled to exercise a right under this easement if that person does not comply with any safety rules the Owner of the Lot Burdened makes regarding the use of the easement site.
- 18.3 If the Owner of the Lot Burdened makes any safety rules regarding the use of the easement site, the Owner of the Lot Burdened must erect a sign which sets out those rules.
- 18.4 It is a condition of the exercise of the powers under this easement, that the Owner of the Lot Benefited is responsible for the repair and maintenance of the easement site.
- 18.5 If the Owner of the Lot Benefited does not carry out its obligations under clause 18.4, the Owner of the Lot Burdened can do so and recover from the Owner of the Lot Benefited the costs incurred in doing so.
- 18.6 Before the Owner of the Lot Benefited exercises the powers under clause 18.5, the Owner of the Lot Burdened must serve a notice on the Owner of the Lot Benefited. If an Owner of a Lot Benefited includes a community association created under the Community Land Development Act 1989, then the Owner of the Lot Benefited need only serve a notice on the community association.
- 18.7 If an Owner of a Lot Benefited is part of a community scheme under the Community Land Development Act 1989, then that owner will be taken to have satisfied its obligations under clause 18.4 so long as the community association of that community scheme complies with that clause.
- 18.8 This Easement for Recreation does not take effect until an occupation certificate is issued for a building constructed on the Lot Burdened in accordance with development consent number 20010600.
- 19. Terms easement, profit a prendre, restriction or positive covenant numbered 25 in the plan**
- 19.1 The Owner of the Lot Benefited:
- (a) may insist that any rock anchors or ties on the Lot Benefited which, when this easement was created, encroached on the Lot Burdened remain;
 - (b) must keep the encroaching rock anchors or ties in good repair and safe condition; and
 - (c) may do anything reasonably necessary for those purposes, including:
 - (1) entering the Lot Burdened; and
 - (2) taking anything on to the Lot Burdened; and
 - (3) carrying out work (including replacing the rock anchors or ties).

The bottom of the page contains several handwritten signatures and a stamp. On the left, there is a large, stylized signature. In the center, there is another signature. On the right, there is a stamp that reads "SYDNEY 283235 V13:16/09/2003 (Pacific Place)" and a signature that appears to be "M. Mearns".

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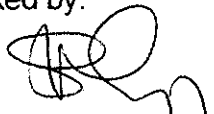
Plan of subdivision covered by Council
Certificate No.

19.2 In exercising those powers, the Owner of the Lot Benefited must:

- (a) ensure that all work is done properly; and
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the Lot Burdened; and
- (c) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage.

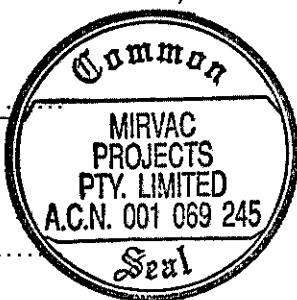
19.3 The Owner of the Lot Benefited may only do a thing under this easement within the site of this easement.

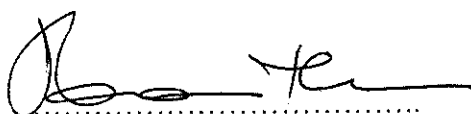
The common seal of
Mirvac Projects Pty Limited
was affixed by:


.....
Signature
SC Myers
.....
Full Name

Company Secretary

.....
Position Held




.....
Signature
Ian Clayton Costley
.....
Full Name

Director

.....
Position Held


The Common Seal of STATE RAIL AUTHORITY
OF NEW SOUTH WALES was hereunto affixed
In the presence of:-

Signed for and on behalf of)
~~State Rail Authority~~)
in the presence of:)


.....
Witness Signature

HELEN VICKERS
.....
Full Name

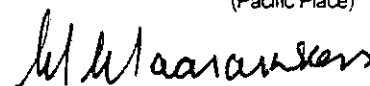
CORPORATE COUNSEL
.....
Business Title


.....
Signature Corporate Secretary

Margot Christine Maasackers

.....
Full Name



DP1058962

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Certificate No.

Signed for and on behalf of
Rail Infrastructure Corporation
in the presence of:

..... England
Witness Signature

[Signature]
Signature

..... Lorraine England
Full Name

John Gregory Minchin
Full Name

Executed by Willoughby City Council

THE COMMON SEAL OF THE COUNCIL OF THE
CITY OF WILLOUGHBY WAS HERETO AFFIXED
ON THE SEVENTEENTH DAY OF SEPTEMBER
2003 PURSUANT TO A RESOLUTION OF
COUNCIL PASSED ON THE ELEVENTH DAY OF
AUGUST 2003.



[Signature]
.....
MAYOR
[Signature]
GENERAL MANAGER

EXECUTED by TOWER Trust)
(N S W) Limited by its duly)
constituted Attorney)
..... Yolanda Matis)
and..... YVONNE ORRIS)
under Power of Attorney No 84)
Book No. 4385)
Dated 22.04.01)

REGISTERED 23.10.2003
SYDNEY 283235 V13:16 09/2003
(Public Place)

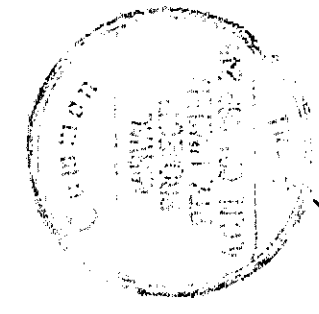
[Handwritten Signature]

SIGNATURES, AND SEALS ONLY

THE COMMON SEAL OF THE COUNCIL
OF THE CITY OF WILLOUGHBY WAS
HEREBY AFFIXED ON THE 17TH
DAY OF SEPTEMBER 2003.

[Signature]
MAYOR

[Signature]
GENERAL MANAGER



[Signature]
IAN COSOVY
DEPUTY

[Signature]
S. MYERS
SECRETARY

EXECUTED BY TOWER Trust
(NSW) Limited by its duly
constituted Attorney
and under the power of
Book 4385
Dated 22/04/03

Department of Land and Water Conservation Approval

I, _____ in approving this plan certify
(Authorised Officers)
that all necessary approvals in regard to the allocation
of the land shown hereon have been given.

Signature: _____
Date: _____
File Number: _____
Office: _____

Subdivision Certificate

I certify that the provisions of s.109j of the Environmental
Planning and Assessment Act 1979 have been satisfied in
relation to the proposed

_____ set out herein
* (insert subdivision or new road)

_____ set out herein
* Authorised Person/General Manager/Accredited-Certifier

Consent Authority: _____

Date of endorsement: _____

Accreditation no: _____

Subdivision Certificate no: _____

File no: _____

Note:
When the plan is to be lodged electronically in the Land Titles
Office, it should include a signature in an electronic or digital
format approved by the Registrar-General.

* Delete whichever is inapplicable.

SURVEYING REGULATION, 2001 : CLAUSE 32(2)				
MGA CO-ORDINATES				
MARK	EAST	NORTH	ZONE	CLASS/ORDER
SSM 86209	331 537.628	6 259 025.502	56	B 2
SSM 86210	331 548.985	6 259 109.502	56	B 2
SSM 86212	331 481.383	6 259 281.819	56	B 2

SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 04/06/2003
COMBINED SCALE FACTOR 0.99993

NOTE: CONNECTIONS TO SSMs & PMs SHOWN ARE FOR SURVEY
INFORMATION AND ARE DIAGRAMMATIC ONLY

Registered: **DP1058962 (E)**

C.A.: 23.10.2003

Title System: **TORRENS**

Purpose: **SUBDIVISION**

Ref. Map: **U0952-323**

Last Plan: **DP1058962**

PLAN OF SUBDIVISION OF LOTS 1, 2, 3 & 4 D.P.1018202, LOT 1 D.P.569222 & LOT 11 D.P.1056100 & EASEMENTS WITHIN LOT 52 D.P. 883102

Lengths are in metres. Reduction Ratio 1:800

LGA: **WILLOUGHBY**

Locality: **CHATSWOOD**

Parish: **WILLOUGHBY**

County: **CUMBERLAND**

This is sheet 1 of my plan in 8 sheets (Delete if inapplicable).

Surveying Regulation 2001

ROBERT WILLIAM BARKER
of 15, 17 RANDLE ST, SURRY HILLS NSW, 2010
a surveyor registered under the Surveying Act, 2002, certify
that the survey represented in this plan is accurate, has
been made in accordance with the Surveying Regulation,
2001 and was completed on 29/08/2003
The survey relates to:
_____ (Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: *[Signature]* Dated: 4/9/2003
Surveyor registered under the Surveying Act, 2002
Datum: _____
Type: Urban Allotment

Plans used in preparation of survey/compilation

D.P. 569222 D.P. 883102

D.P. 1018202 D.P. 1056100

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

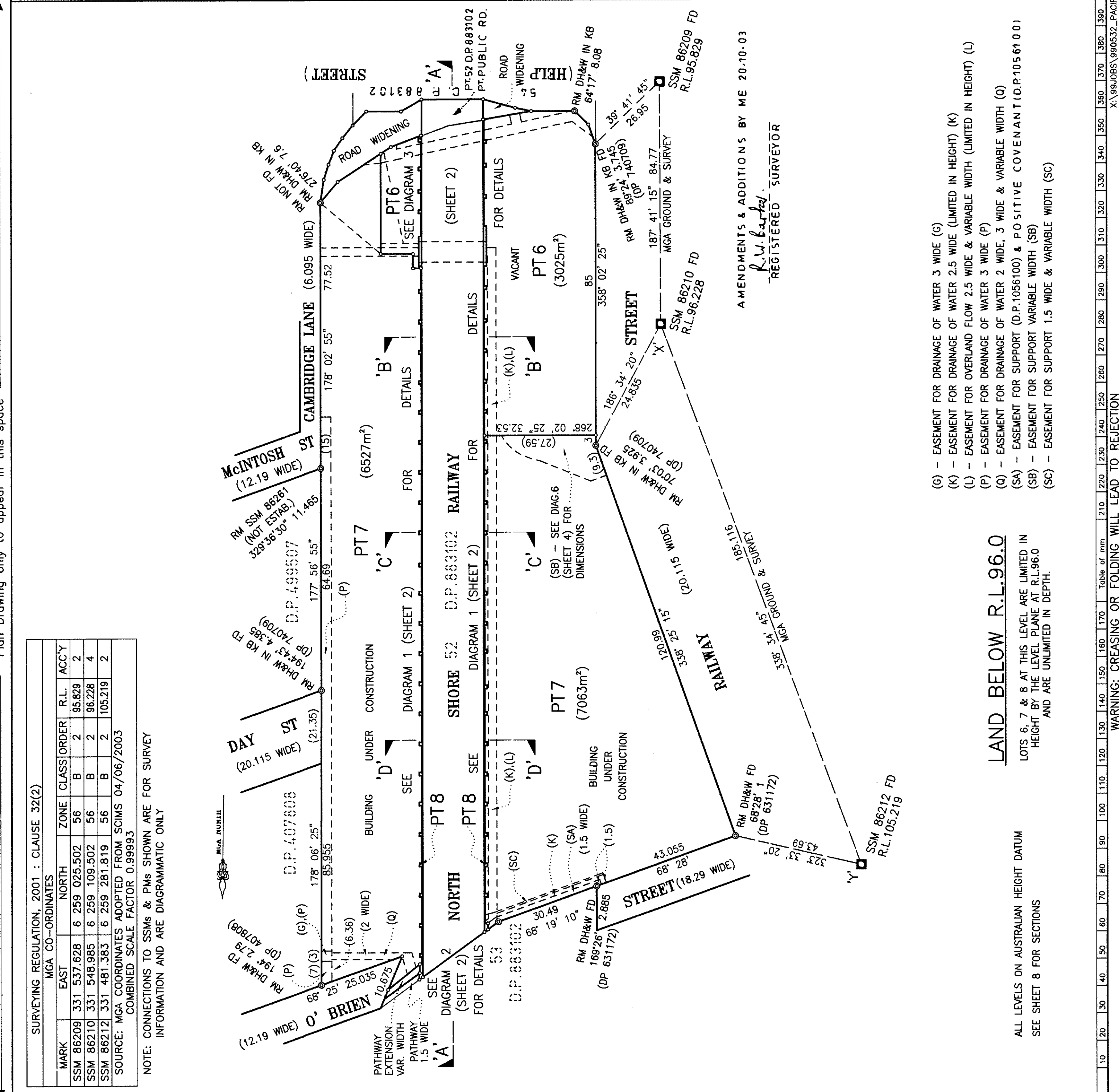
IT IS INTENDED TO DEDICATE THE AREA SHOWN AS ROAD WIDENING TO THE PUBLIC AS ROAD.

IT IS INTENDED TO DEDICATE THE PATHWAY EXTENSION 1.5 WIDE & VARIABLE WIDTH TO THE PUBLIC. PARTLY LIMITED IN DEPTH.

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

- RIGHT OF SUPPORT VARIABLE WIDTH (O)
- RIGHT TO ATTACH PANELS AND STRUCTURES (C)
- RIGHT TO INSPECT RAIL ENCLOSURE STRUCTURE (WHOLE OF LOT)
- EASEMENT FOR SERVICES UNDER THE RAILWAY LINE (LIMITED IN HEIGHT AND DEPTH) (V)
- RESTRICTIONS ON USE RELATING TO THE RAIL INFRASTRUCTURE FACILITIES (WHOLE OF LOT)
- RESTRICTIONS ON USE RELATING TO THE RES 1 (WHOLE OF LOT)
- EASEMENT FOR DRAINAGE OF WATER 2 WIDE, 3 WIDE & VARIABLE WIDTH (Q)
- EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (LIMITED IN HEIGHT) (K)
- EASEMENT FOR OVERLAND FLOW 2.5 WIDE & VARIABLE WIDTH (LIMITED IN HEIGHT) (L)
- RIGHT OF ACCESS VARIABLE WIDTH (N)
- EASEMENT FOR CONSTRUCTION (WHOLE OF LOT)

CONTINUED ON SHEET 2

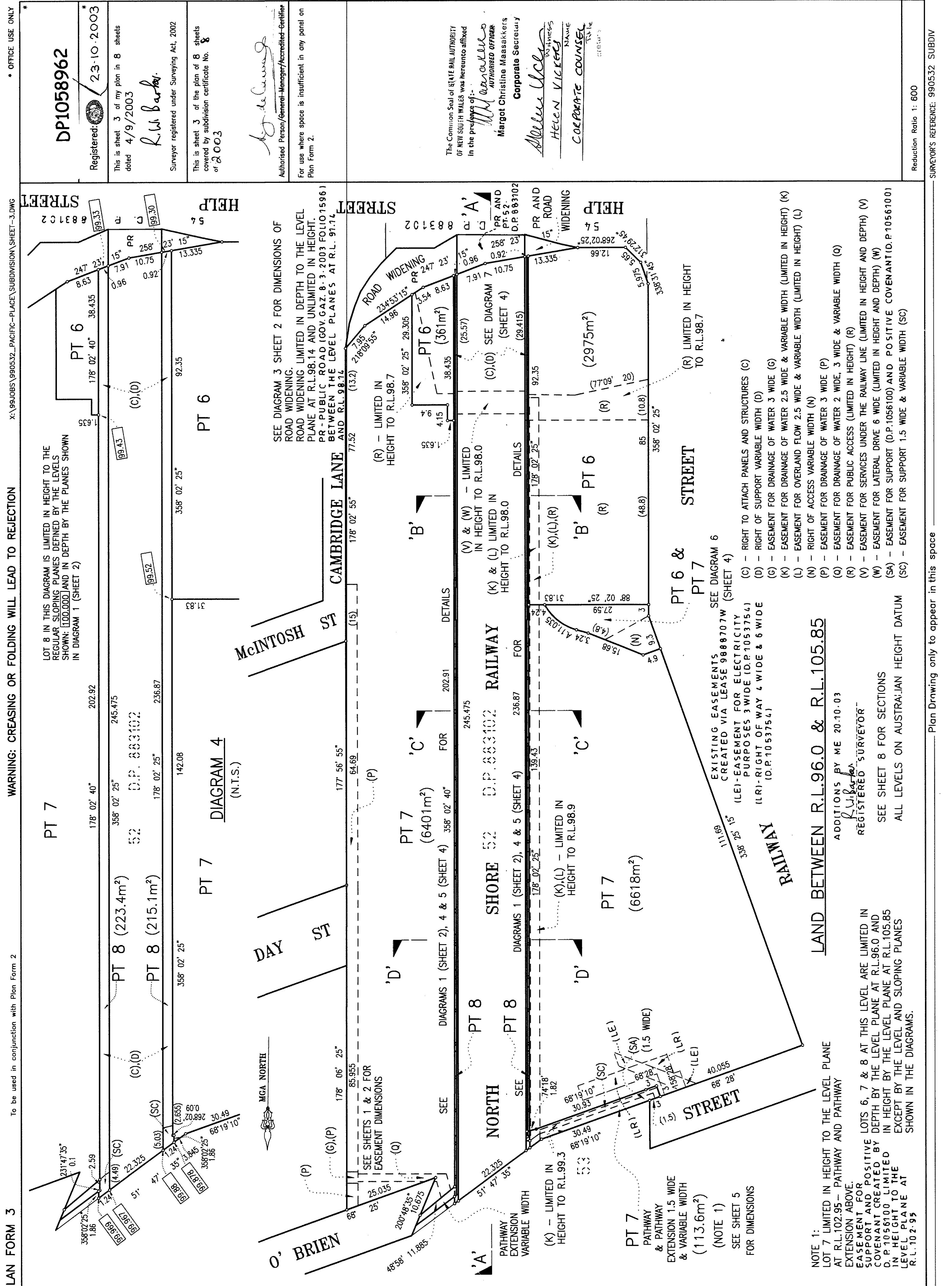


LAND BELOW R.L.96.0

LOTS 6, 7 & 8 AT THIS LEVEL ARE LIMITED IN HEIGHT BY THE LEVEL PLANE AT R.L.96.0 AND ARE UNLIMITED IN DEPTH.

- (G) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE (G)
- (K) - EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (LIMITED IN HEIGHT) (K)
- (L) - EASEMENT FOR OVERLAND FLOW 2.5 WIDE & VARIABLE WIDTH (LIMITED IN HEIGHT) (L)
- (P) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE (P)
- (Q) - EASEMENT FOR DRAINAGE OF WATER 2 WIDE, 3 WIDE & VARIABLE WIDTH (Q)
- (SA) - EASEMENT FOR SUPPORT (D.P.1056100) & POSITIVE COVENANT (D.P.1056100)
- (SB) - EASEMENT FOR SUPPORT VARIABLE WIDTH (SB)
- (SC) - EASEMENT FOR SUPPORT 1.5 WIDE & VARIABLE WIDTH (SC)

AMENDMENTS & ADDITIONS BY ME 20-10-03
[Signature]
REGISTERED SURVEYOR



DP1058962
 Registered: 23-10-2003
 This is sheet 3 of my plan in 8 sheets dated 4/9/2003
 R.W. Barber
 Surveyor registered under Surveying Act, 2002
 This is sheet 3 of the plan of 8 sheets covered by subdivision certificate No. 8 of 2003

LOT 8 IN THIS DIAGRAM IS LIMITED IN HEIGHT TO THE REGULAR SLOPING PLANES DEFINED BY THE LEVELS SHOWN: [100.000] AND IN DEPTH BY THE PLANES SHOWN IN DIAGRAM 1 (SHEET 2)

SEE DIAGRAM 3 SHEET 2 FOR DIMENSIONS OF ROAD WIDENING. ROAD WIDENING LIMITED IN DEPTH TO THE LEVEL PLANE AT R.L.98.14 AND UNLIMITED IN HEIGHT. PR - PUBLIC ROAD (GOV. GAZ. 8-3-2003 FOLIO 1596.1) BETWEEN THE LEVEL PLANES AT R.L. 97.14 AND R.L. 98.14

(V) & (W) - LIMITED IN HEIGHT TO R.L.98.0
 (K) & (L) - LIMITED IN HEIGHT TO R.L.98.0
 (R) - LIMITED IN HEIGHT TO R.L.98.7
 (R) - LIMITED IN HEIGHT TO R.L.98.7

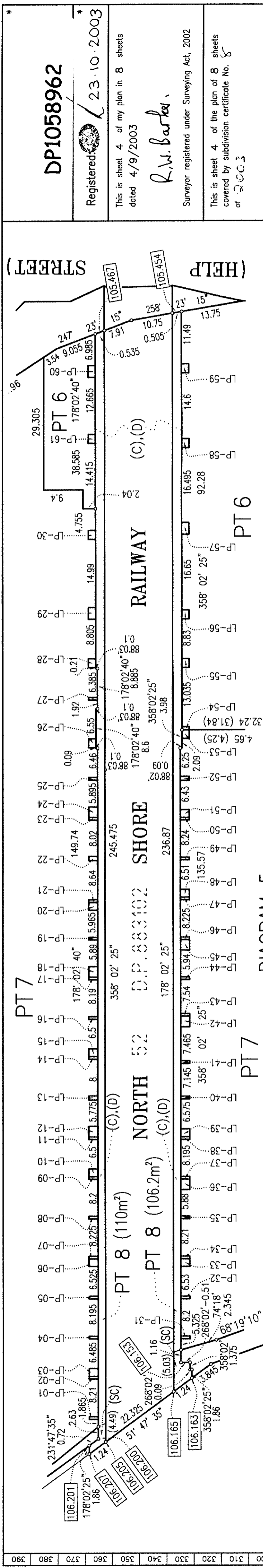
EXISTING EASEMENTS CREATED VIA LEASE 9889707W (SHEET 4)
 (LE) - EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE (D.P.1053754)
 (LR) - RIGHT OF WAY 4 WIDE & 6 WIDE (D.P.1053754)

LAND BETWEEN R.L.96.0 & R.L.105.85
 ADDITIONS BY ME 20.10.03
 REGISTERED SURVEYOR
 SEE SHEET 8 FOR SECTIONS
 ALL LEVELS ON AUSTRALIAN HEIGHT DATUM

NOTE 1:
 LOT 7 LIMITED IN HEIGHT TO THE LEVEL PLANE AT R.L.102.95 - PATHWAY AND PATHWAY EXTENSION ABOVE.
 EASEMENT FOR SUPPORT AND POSITIVE COVENANT CREATED BY D.P.1056700 LIMITED IN HEIGHT TO THE LEVEL PLANE AT R.L.105.85 EXCEPT BY THE LEVEL AND SLOPING PLANES SHOWN IN THE DIAGRAMS.

SEE SHEETS 1 & 2 FOR EASEMENT DIMENSIONS
 SEE SHEET 5 FOR DIMENSIONS
 SEE DIAGRAM 6 (SHEET 4)
 SEE DIAGRAM 1 (SHEET 2), 4 & 5 (SHEET 4)
 SEE DIAGRAM 1 (SHEET 2), 4 & 5 (SHEET 4)
 SEE SHEET 5 FOR DIMENSIONS

THE COMMON SEAL OF STATE RAIL AUTHORITY OF NEW SOUTH WALES WAS HERETO AFFIXED IN THE PRESENCE OF:
 Margot Christine Maasakkers
 AUTHORIZED OFFICER
 Corporate Secretary
 Helen Vickers
 NAME
 COOPERATIVE COUNSEL
 TITLE



PLANE	DIMENSION	AREA	R.L.	
	DA	DB	(m ²)	
LP-01	0.6	0.5	0.3	102.87
LP-02	0.59	0.5	0.3	102.84
LP-03	1.73	0.5	0.9	102.67
LP-04	0.6	0.5	0.3	102.81
LP-05	0.6	0.5	0.3	102.77
LP-06	1.66	0.5	0.8	102.56
LP-07	0.6	0.5	0.3	102.75
LP-08	0.6	0.5	0.3	102.74
LP-09	0.55	0.5	0.3	102.66
LP-10	1.73	0.5	0.9	102.51
LP-11	0.6	0.5	0.3	102.66
LP-12	2.33	0.5	1.2	102.61
LP-13	0.9	0.5	0.5	102.63
LP-14	0.61	0.5	0.3	102.60
LP-15	1.69	0.5	0.8	102.42
LP-16	0.6	0.5	0.3	102.57
LP-17	0.6	0.5	0.3	102.55
LP-18	2.31	0.5	1.2	102.37
LP-19	0.6	0.5	0.3	102.54
LP-20	1.69	0.5	0.8	102.33
LP-21	0.6	0.5	0.3	102.57
LP-22	0.91	0.5	0.5	102.66
LP-23	0.6	0.5	0.3	102.46
LP-24	2.3	0.5	1.2	102.26
LP-25	0.6	0.5	0.3	102.43
LP-26	1.96	0.4	0.8	102.22
LP-27	0.58	0.5	0.3	102.38
LP-28	1.965	0.4	0.8	102.15
LP-29	2.58	0.4	1.0	102.14
LP-30	1.985	0.4	0.8	102.12
LP-31	0.6	0.5	0.3	102.75
LP-32	0.6	0.5	0.3	102.37
LP-33	1.67	0.5	0.8	102.59
LP-34	0.6	0.5	0.3	102.69
LP-35	0.6	0.5	0.3	102.69
LP-36	2.31	0.5	1.2	102.47
LP-37	0.605	0.5	0.3	102.69
LP-38	0.6	0.5	0.3	102.69
LP-39	1.73	0.5	0.8	102.52
LP-40	0.6	0.5	0.3	102.63
LP-41	0.6	0.5	0.3	102.61
LP-42	2.36	0.5	1.2	102.40
LP-43	0.6	0.5	0.3	102.59
LP-44	0.575	0.5	0.3	102.58
LP-45	2.295	0.5	1.1	102.37
LP-46	0.575	0.5	0.3	102.53
LP-47	0.56	0.5	0.3	102.51
LP-48	1.72	0.5	0.9	102.32
LP-49	0.57	0.5	0.6	102.49
LP-50	0.55	0.5	0.6	102.46
LP-51	1.72	0.5	0.9	102.26
LP-52	0.87	0.5	0.4	102.69
LP-53	1.89	0.4	0.8	102.20
LP-54	0.685	0.4	0.3	102.20
LP-55	1.975	0.4	0.8	102.13
LP-56	1.985	0.4	0.8	102.13
LP-57	2.605	0.4	1.0	102.09
LP-58	1.96	0.4	0.8	102.00
LP-59	1.97	0.4	0.8	101.99
LP-60	2.555	0.4	1.0	102.06
LP-61	1.965	0.4	0.8	102.07

DIAGRAM 5 (N.T.S.)

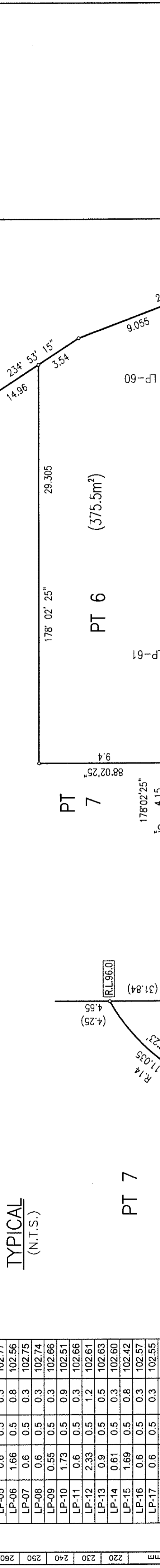
DIAGRAM 6 (N.T.S.)

DIAGRAM 7 (N.T.S.)

LOT 8 IN THIS DIAGRAM IS LIMITED IN HEIGHT TO THE LEVEL PLANES SHOWN: LP-00 AND TO THE REGULAR SLOPING PLANES DEFINED BY THE LEVELS SHOWN: [100.000] AND IN DEPTH BY THE PLANES SHOWN IN DIAGRAM 4 (SHEET 3)

NOTE 4:
LOT 6 LIMITED IN DEPTH TO THE REGULAR SLOPING PLANES BETWEEN THE LEVELS SHOWN AND IN HEIGHT TO THE LEVEL PLANES AT R.L.100.5 (AREAS MARKED (P1)) AND R.L.101.4 (AREAS MARKED (P2)) AND TO THE REGULAR SLOPING PLANES BETWEEN THOSE LEVELS FOR THE AREAS MARKED (P2)
LOT 7 ABOVE AND BELOW LOT 6
EASEMENT FOR SUPPORT (SB) LIMITED IN HEIGHT TO THE PLANES SHOWN, BEING DIRECTLY BELOW LOT 6

NOTE 4:
LOT 6 LIMITED IN DEPTH TO THE REGULAR SLOPING PLANES BETWEEN THE LEVELS SHOWN AND IN HEIGHT TO THE LEVEL PLANES AT R.L.100.5 (AREAS MARKED (P1)) AND R.L.101.4 (AREAS MARKED (P2)) AND TO THE REGULAR SLOPING PLANES BETWEEN THOSE LEVELS FOR THE AREAS MARKED (P2)
LOT 7 ABOVE AND BELOW LOT 6
EASEMENT FOR SUPPORT (SB) LIMITED IN HEIGHT TO THE PLANES SHOWN, BEING DIRECTLY BELOW LOT 6



TYPICAL (N.T.S.)

DIAGRAM 5 (N.T.S.)

DIAGRAM 6 (N.T.S.)

DIAGRAM 7 (N.T.S.)

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

Authorised Person/General-Manager/Accredited-Certifier

Surveyor registered under Surveying Act, 2002

This is sheet 4 of the plan of 8 sheets covered by subdivision certificate No. 8 of 2003

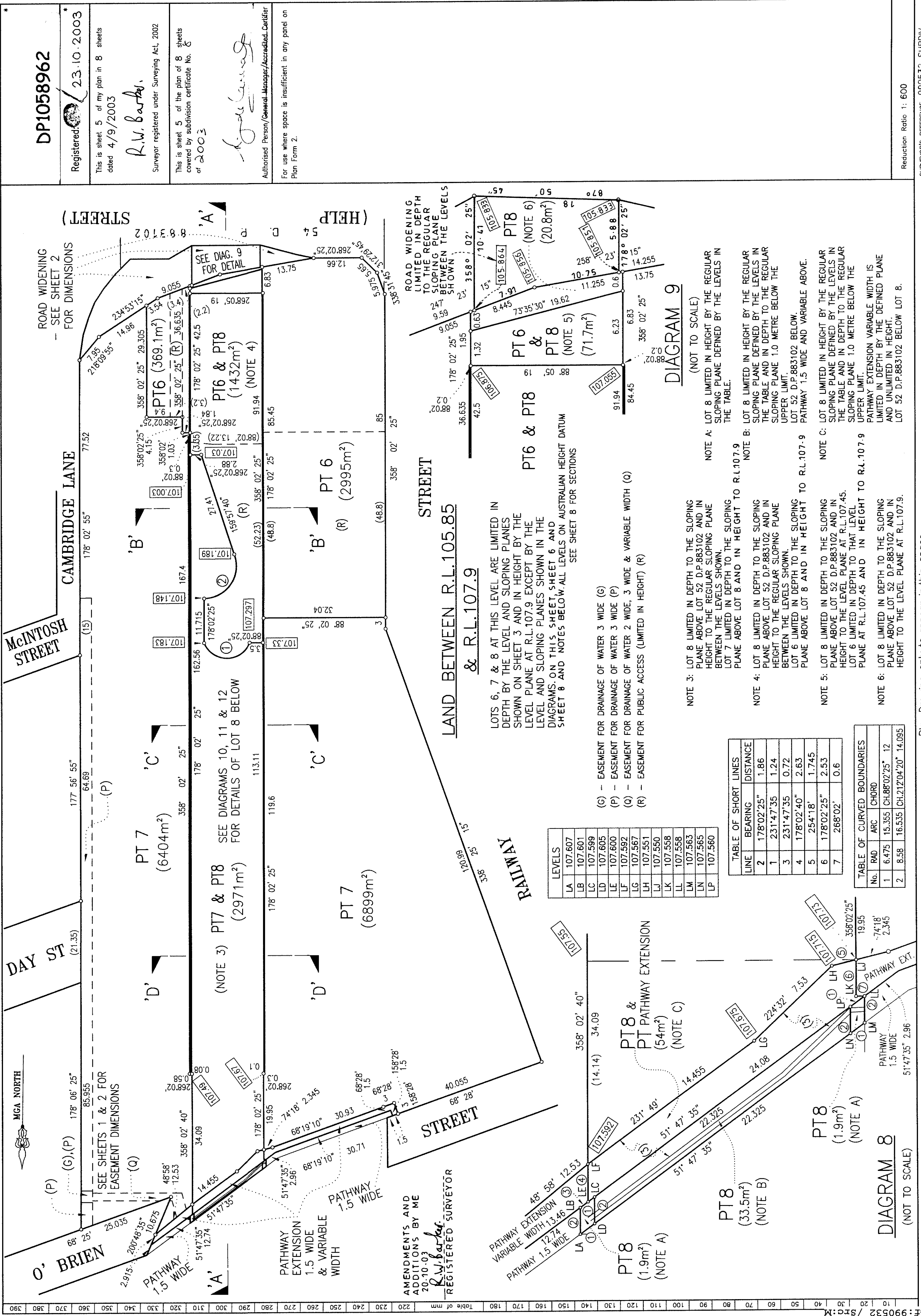
This is sheet 4 of my plan in 8 sheets dated 4/9/2003

Registered DP1058962

DP1058962

Registered 23.10.2003

Office Use Only



DP1058962
 Registered: 23.10.2003
 This is sheet 5 of my plan in 8 sheets dated 4/9/2003
 R.W. Barber
 Surveyor registered under Surveying Act, 2002
 This is sheet 5 of the plan of 8 sheets covered by subdivision certificate No. 8 of 2003
 Authorised Person/General Manager/Accredited Certifier
 For use where space is insufficient in any panel on Plan Form 2.

ROAD WIDENING LIMITED IN DEPTH TO THE REGULAR SLOPING PLANE BETWEEN THE LEVELS SHOWN

ROAD WIDENING LIMITED IN DEPTH TO THE REGULAR SLOPING PLANE BETWEEN THE LEVELS SHOWN

ROAD WIDENING LIMITED IN DEPTH TO THE REGULAR SLOPING PLANE BETWEEN THE LEVELS SHOWN

ROAD WIDENING LIMITED IN DEPTH TO THE REGULAR SLOPING PLANE BETWEEN THE LEVELS SHOWN

PT6 & PT8 (1432m²) (NOTE 4)
 PT6 (2995m²) (R)
 PT7 (6404m²)
 PT7 & PT8 (2971m²) (NOTE 3)
 PT6 (2995m²)
 PT7 (6899m²)
 PT8 (1.9m²) (NOTE A)
 PT8 (33.5m²) (NOTE B)
 PT8 & PT9 PATHWAY EXTENSION (54m²) (NOTE C)
 PT8 (1.9m²) (NOTE A)
 PT8 (1.9m²) (NOTE A)

LAND BETWEEN R.L.105.85 & R.L.107.9

STREET

RAILWAY

DAY ST (21.35)

McINTOSH STREET

CAMBRIDGE LANE

O' BRIEN

SEE SHEETS 1 & 2 FOR EASEMENT DIMENSIONS

SEE SHEETS 10, 11 & 12 FOR DETAILS OF LOT 8 BELOW

SEE DIAG. 9 FOR DETAIL

SEE SHEET 8 FOR SECTIONS

SEE SHEET 6 AND NOTES BELOW. ALL LEVELS ON AUSTRALIAN HEIGHT DATUM

AMENDMENTS AND ADDITIONS BY ME 20.10.03 R.W. Barber REGISTERED SURVEYOR

NOTE 3: LOT 8 LIMITED IN DEPTH TO THE SLOPING PLANE ABOVE LOT 52 D.P.883102 AND IN HEIGHT TO THE REGULAR SLOPING PLANE BETWEEN THE LEVELS SHOWN.

NOTE 4: LOT 8 LIMITED IN DEPTH TO THE SLOPING PLANE ABOVE LOT 8 AND IN HEIGHT TO R.L.107.9

NOTE 5: LOT 8 LIMITED IN DEPTH TO THE SLOPING PLANE ABOVE LOT 52 D.P.883102 AND IN HEIGHT TO THE LEVEL PLANE AT R.L.107.45.

NOTE 6: LOT 8 LIMITED IN DEPTH TO THE SLOPING PLANE ABOVE LOT 52 D.P.883102 AND IN HEIGHT TO THE LEVEL PLANE AT R.L.107.9.

NOTE A: LOT 8 LIMITED IN HEIGHT BY THE REGULAR SLOPING PLANE DEFINED BY THE LEVELS IN THE TABLE.

NOTE B: LOT 8 LIMITED IN HEIGHT BY THE REGULAR SLOPING PLANE DEFINED BY THE LEVELS IN THE TABLE AND IN DEPTH TO THE REGULAR SLOPING PLANE 1.0 METRE BELOW THE UPPER LIMIT.

NOTE C: LOT 8 LIMITED IN HEIGHT BY THE REGULAR SLOPING PLANE DEFINED BY THE LEVELS IN THE TABLE AND IN DEPTH TO THE REGULAR SLOPING PLANE 1.0 METRE BELOW THE UPPER LIMIT.

LEVELS

LA	107.607
LB	107.601
LC	107.599
LD	107.605
LE	107.600
LF	107.592
LG	107.567
LH	107.551
LJ	107.550
LK	107.558
LL	107.558
LM	107.563
LN	107.565
LO	107.560

TABLE OF SHORT LINES

LINE	BEARING	DISTANCE
2	178°02'25"	1.86
1	231°47'35"	1.24
3	231°47'35"	0.72
4	178°02'40"	2.63
5	254°18'	1.745
6	178°02'25"	2.53
7	268°02'	0.6

TABLE OF CURVED BOUNDARIES

No.	RAD	ARC	CHORD
1	6.475	15.355	CH.88°02'25" 12
2	8.58	16.535	CH.212°04'20" 14.095

DIAGRAM 9 (NOT TO SCALE)

DIAGRAM 8 (NOT TO SCALE)

DP1058962

Registered: **23.10.2003**

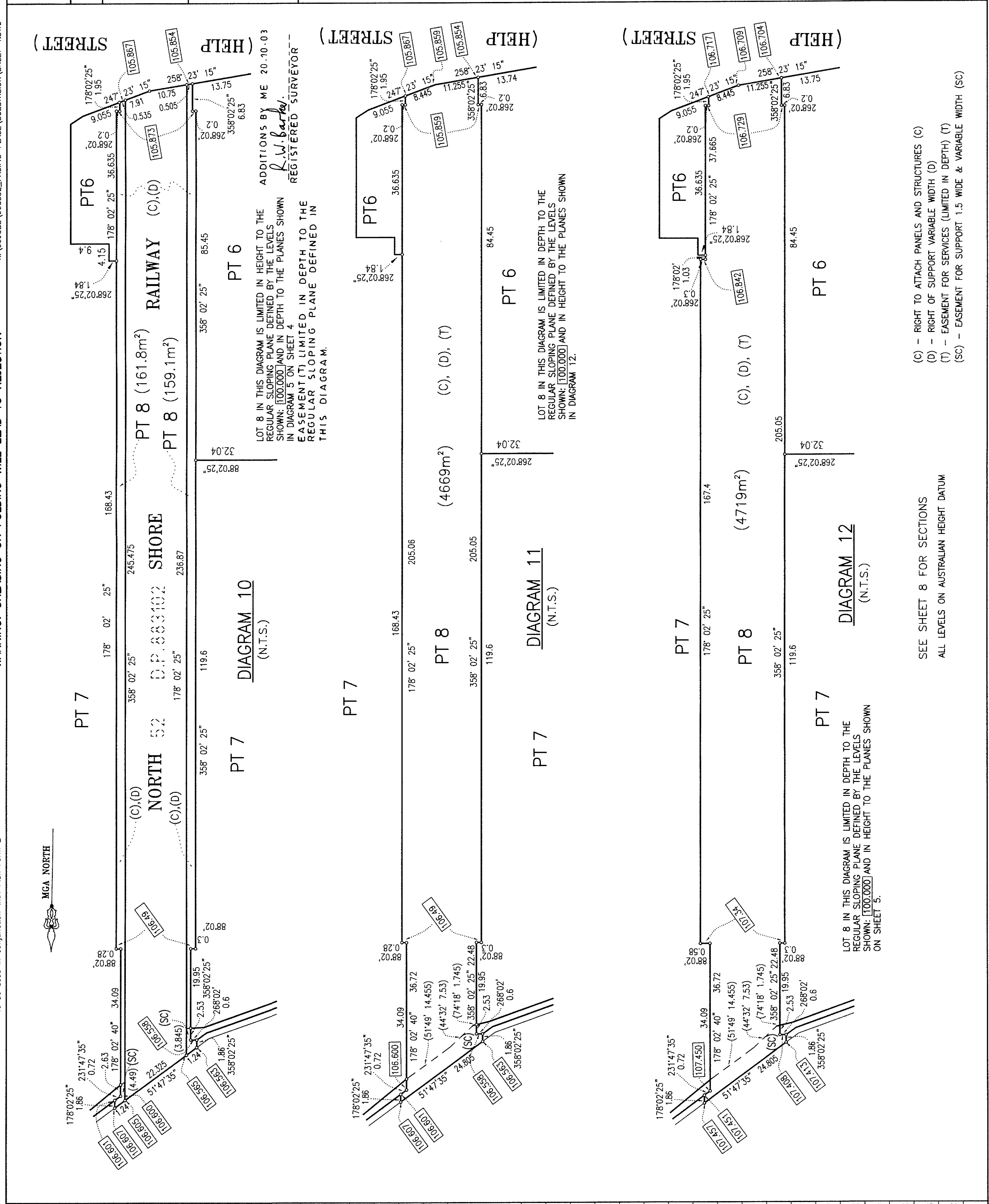
This is sheet 6 of my plan in 8 sheets dated 4/9/2003

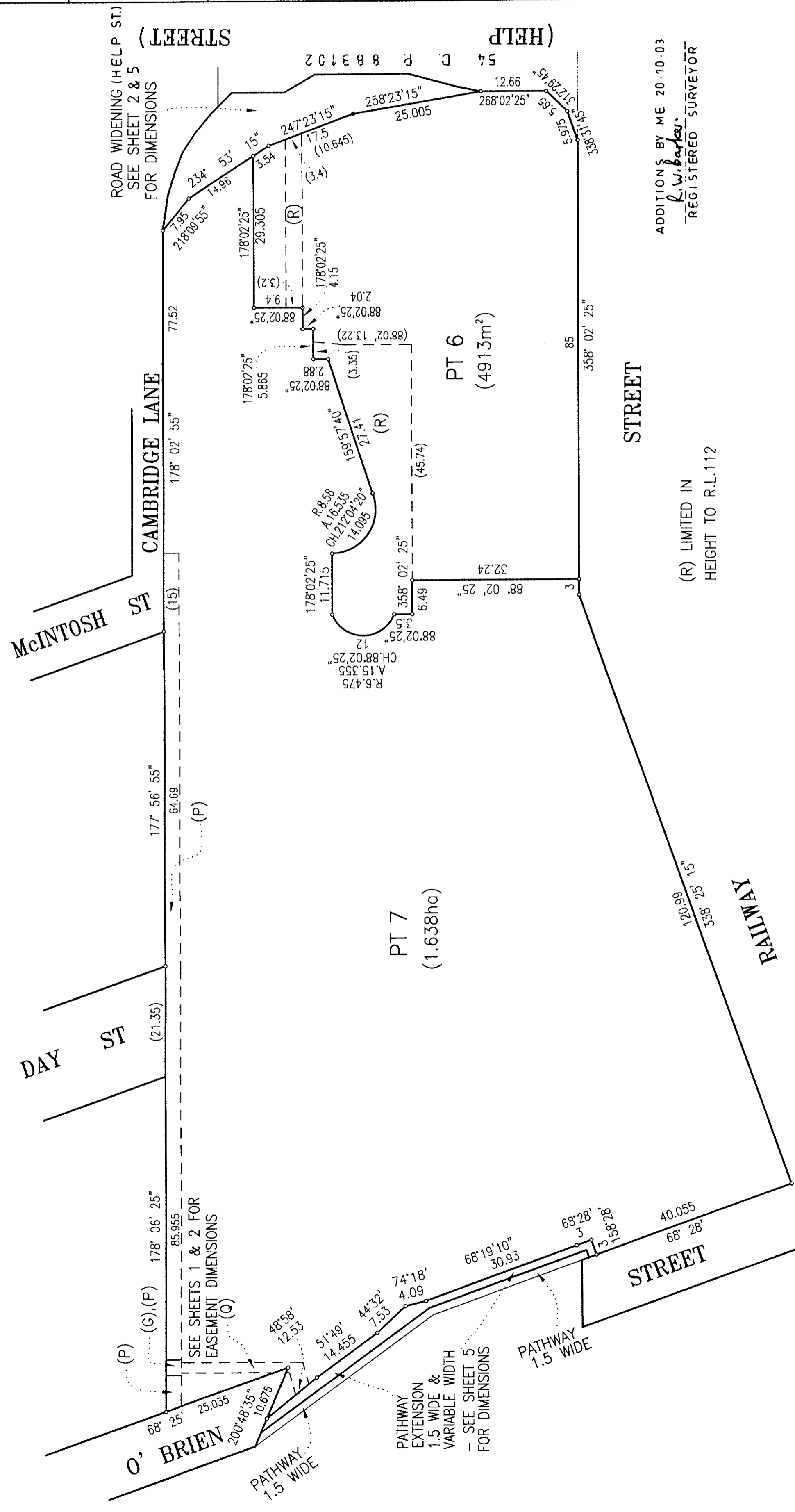
R.W. Barber
Surveyor registered under Surveying Act, 2002

This is sheet 6 of the plan of 8 sheets covered by subdivision certificate No. 6 of 2003

R. W. Barber
Authorised Person / General-Manager / Accredited-Certifier

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





ADDITIONS BY ME 20.10.03
R.W. Barber
 REGISTERED SURVEYOR

- (G) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE (G)
- (P) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE (P)
- (Q) - EASEMENT FOR DRAINAGE OF WATER 2 WIDE, 3 WIDE & VARIABLE WIDTH (Q)
- (R) - EASEMENT FOR PUBLIC ACCESS (LIMITED IN HEIGHT) (R)

LAND AT R.L.107.9 & ABOVE

LOTS 6 & 7 AT THIS LEVEL ARE LIMITED IN DEPTH BY THE LEVEL PLANE AT R.L.107.9 AND ARE UNLIMITED IN HEIGHT.

ALL LEVELS ON AUSTRALIAN HEIGHT DATUM

DP1058962

Registered: 23-10-2003

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R.W. Barber

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Reduction Ratio 1: 600

SURVEYOR'S REFERENCE: 990532 SUBDIV

Plan Drawing only to appear in this space

