

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

(Sheet 1 of 8 Sheets)

**Plan:** Plan of consolidation of lots A, B, C, D & E in DP105824 and easement affecting lot 1 in DP1243996

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

**Lots A, B, C, D & E in DP105824:**

**Iglu No. 209 Pty Ltd ACN 623 482 539  
Level 4, 68 York Street  
Sydney NSW 2000**

**Lot 1 in DP1243996:**

**Iglu No. 204 Pty Ltd ACN 600 299 223  
Level 4, 68 York Street  
Sydney NSW 2000**

**Part 1 (Creation)**

<b>Number of item shown in the intention panel on the Plan</b>	<b>Identity of the easement, profit a prendre, restriction or positive covenant to be created and referred to in the Plan</b>	<b>Burdened Lot(s) or parcel(s)</b>	<b>Benefited Lot(s), road(s), bodies or Prescribed Authorities</b>
1.	Right to use loading dock variable width (A)	Lot 1 in DP1243996	2
2.	Easement for services (B)	Lot 1 in DP1243996	2
3.	Easement for access variable width (C)	Lot 1 in DP1243996	2

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## **PART 2 (Terms)**

### **DEFINITIONS**

For the purpose of this Instrument, the following words have the following meanings unless the contrary intention appears:

- (a) **Authorised User** means every person authorised by the Grantee for the purposes of any easement created by this Instrument and includes, but is not limited to, the Grantee's Employees.
- (b) **Grantee** means every person who is at any time entitled to an estate or interest in possession in the benefited lot, or any part of it with which the right shall be capable of enjoyment.
- (c) **Grantee's Employees** means employees, servants, agents and contractors of the Grantee.
- (d) **Grantor** means the registered proprietor for the time being of the burdened lot or any part of it, as applicable.
- (e) **Instrument** means this section 88B Instrument.
- (f) **Loading Dock Management Plan** means the Grantor's approved loading dock management plan dated 23 Oct 2017 and as subsequently modified.
- (g) **Plan** means the plan of subdivision to which this Instrument relates.
- (h) **Services** includes the supply of water (including potable water, recycled water and fire service), gas, electricity, data, telephone and television and the discharge of sewage, sullage and other fluid wastes.

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**1. TERMS OF THE RIGHT OF TO USE LOADING DOCK VARIABLE WIDTH (A)  
NUMBERED ONE IN THE PLAN**

- 1.1 Subject to the conditions in this easement, the Grantee and its Authorised Users may use the loading dock situated within the site of this easement for the purpose of loading or unloading goods being taken from or delivered to the benefited lot.
- 1.2 In exercising the right conferred under this easement, the Grantee and Authorised Users must:
- (a) not cause or permit any vehicle:
    - (i) to be parked on the site of this easement, or
    - (ii) to stand for any period longer than is reasonably necessary to load or unload it;
  - (b) comply with the Loading Dock Management Plan;
  - (c) obey all directional and other traffic control signs erected on the burdened lot or painted on or otherwise affixed to the surface of the burdened lot;
  - (d) not deposit any rubbish or other material on the burdened lot and promptly clean up any spills; and
  - (e) make good any damage caused to the burdened lot occasioned through the exercise of the right conferred under this easement.
- 1.3 The Grantor:
- (a) may suspend access to and use of the site of this easement:
    - (i) in an emergency;
    - (ii) for the purpose for cleaning, maintaining or repairing the site of this easement;

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- (b) may only suspend access to or use the site of this easement in accordance with clause 1.3(a) if the Grantor:
  - (i) except in an emergency, gives reasonable prior notice of its intention to suspend access to and use of the site of this easement by notice served on the Grantee and posted on or near the relevant area; and
  - (ii) suspends access to and use of the site of this easement only for the period required and to the extent necessary to:
    - (A) remedy the emergency;
    - (B) clean, maintain or repair the site of this easement.

## **2. TERMS OF THE EASEMENT FOR SERVICES (B) NUMBERED TWO IN THE PLAN**

2.1 Subject to the conditions in this easement, the Grantee and its Authorised Users may:

- (a) use the burdened lot to provide Services to or from the benefited lot by means of the conduits, pipes, wires, cables or other conducting media and equipment situated on the burdened lot; and
- (b) do anything reasonably necessary for that purpose, including:
  - (i) using conduits, pipes, wires, cables or other conducting media and equipment situated on the burdened lot,
  - (ii) entering the burdened lot,
  - (iii) taking anything on to the burdened lot, and

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- (iv) repairing, replacing, relocating or maintaining the conduits, pipes, wires, cables or other conducting media and equipment situated on the burdened lot.

2.2 When entering the burdened lot or carrying out an activity authorised by this easement, the Grantee must:

- (a) ensure that all work is done at its own cost, properly and in accordance with the prior written approval of each relevant authority,
- (b) ensure that any business operated on the burdened lot is not unreasonably interfered with or disturbed,
- (c) cause as little inconvenience as is possible to the Grantor or any lessee or other occupant of the burdened lot,
- (d) cause as little damage as is possible to the burdened lot and any improvement on it,
- (e) restore without delay the burdened lot as nearly as practicable to its former condition, and
- (f) make good any collateral damage.

### **3. TERMS OF THE EASEMENT FOR ACCESS VARIABLE WIDTH (C) NUMBERED THREE IN THE PLAN**

The Grantee and its Authorised Users may pass and repass within the site of this easement:

- (a) without vehicles;
- (b) with or without goods or equipment; and

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(c) with or without self-propelled or motorised mobility aids,  
for the purpose of obtaining access to or egress from the benefited lot.

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**Executed by Iglu No. 209 Pty Ltd**  
**ACN 623 482 539** in accordance  
with section 127 of the  
Corporations Act 2001 (Cth):

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Signature of director/secretary

.....  
Signature of director

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Full name of director/secretary

.....  
Full name of director

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Full name of director/secretary

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