

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 49)

Plan:

Subdivision of **[insert]** and Easements within **[insert]**
Covered by Subdivision Certificate No. []
Dated:

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

Infrastructure NSW
Level 12, MLC Building 19 Martin Place
SYDNEY NSW 2000

PART 1 - CREATION

[Note: Nominated burdened and benefited lots are illustrative only. The timing and sequencing of the subdivision for One Sydney Harbour (OSH) R1, R2 and R3 is subject to confirmation and may be split. If the subdivisions are split, separate section 88B instruments will be required for each of OSH R1, R2 and R3]

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 pedestrian access variable width ([insert]) (Limited in Stratum)	600	601, 602, 603, 604, 605, 606 and 607 Infrastructure NSW
2	Easement for vehicular access variable width ([insert]) (Limited in Stratum)	600	601, 602, 603, 604, 605, 606 and 607 Infrastructure NSW
3	Easement for drainage of stormwater variable width ([insert]) (Limited in Stratum)	600	601, 602, 603, 604, 605, 606 and 607
4	Easement for future services variable width ([insert]) (Limited in Stratum)	601, 602, 603, 604, 605, 606 and 607	[Lots 201-205 in DP1204948, CP in SP91649, Lot 208 in DP1211553, Lot 211 in DP 1217691, Lot 213 in DP1221076, Lots 301 to 306 in DP1244221, 401 to 404 in DP1244222 501 in DP1264241 and 600]
5	Easement for overhanging awnings variable width ([insert]) (Limited in Stratum)	600	601, 602, 603, 604, 605, 606 and 607
6	Easement for light and air variable width ([insert]) (Limited in Stratum)	600	601, 602, 603, 604, 605, 606 and 607

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
Covered by Subdivision Certificate No. []
Dated:

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:
7	Easement for maintenance variable width ([insert]) (Limited in Stratum)	600	601, 602, 603, 604, 605, 606 and 607
8	Easement for provision of supply of Chilled Water Service variable width ([insert]) (Limited in Stratum)	601, 602, 603, 604, 605, 606 and 607	202 in DP1204948
9	Easement for receipt of supply of Chilled Water Service variable width ([insert]) (Limited in Stratum)	202 in DP1204948	601, 602, 603, 604, 605, 606 and 607
10	Easement for provision of supply of Recycled Water Service variable width ([insert]) (Limited in Stratum)	601, 602, 603, 604, 605, 606 and 607	203 in DP1204948
11	Easement for receipt of supply of Recycled Water Service variable width ([insert]) (Limited in Stratum)	203 in DP1204948	601, 602, 603, 604, 605, 606 and 607
12	Easement for provision of supply of Embedded Network Connection Services variable width ([insert]) (Limited in Stratum)	601, 602, 603, 604, 605, 606 and 607	204 in DP1204948
13	Easement for receipt of supply of Embedded Network Connection Services variable width ([insert]) (Limited in Stratum)	204 in DP1204948	601, 602, 603, 604, 605, 606 and 607
14	Easement for services variable width ([insert]) (Limited in Stratum)	600	601, 602, 603, 604, 605, 606 and 607
		601	600, 602, 603, 604, 605, 606 and 607
		602	600, 601, 603, 604, 605, 606 and 607
		603	600, 601, 602, 604, 605, 606 and 607
		604	600, 601, 602, 603, 605, 606 and 607

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
Covered by Subdivision Certificate No. []
Dated:

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:
		605	600, 601, 602, 603, 604, 606 and 607
		606	600, 601, 602, 603, 604, 605 and 607
		607	600, 601, 602, 603, 604, 605 and 606
15	Easement for support and shelter variable width ([insert]) (Limited in Stratum)	600	601, 602, 603, 604, 605, 606 and 607
		601	Lot 600, 602, 603, 604, 605, 606 and 607
		602	600, 601, 603, 604, 605, 606 and 607
		603	600, 601, 602, 604, 605, 606 and 607
		604	600, 601, 602, 603, 605, 606 and 607
		605	600, 601, 602, 603, 604, 606 and 607
		606	600, 601, 602, 603, 604, 605 and 607
		607	600, 601, 602, 603, 604, 605 and 606
16	Easement for emergency egress purposes variable width ([insert]) (Limited in stratum)	600	601, 602, 603, 604, 605, 606 and 607
		601	600, 602, 603, 604, 605, 606 and 607
		602	600, 601, 603, 604, 605, 606 and 607
		603	600, 601, 602, 604, 605, 606 and 607

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
Covered by Subdivision Certificate No. []
Dated:

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:
		604	600, 601, 602, 603, 605, 606 and 607
		605	600, 601, 602, 603, 604, 606 and 607
		606	600, 601, 602, 603, 604, 605 and 607
		607	600, 601, 602, 603, 604, 605 and 606
17	Easement for access variable width ([insert]) (Limited in Stratum)	600	601, 602, 603, 604, 605, 606 and 607
		601	600, 602, 603, 604, 605, 606 and 607
		602	600, 601, 603, 604, 605, 606 and 607
		603	600, 601, 602, 604, 605, 606 and 607
		604	600, 601, 602, 603, 605, 606 and 607
		605	600, 601, 602, 603, 604, 606 and 607
		606	600, 601, 602, 603, 604, 605 and 607
		607	600, 601, 602, 603, 604, 605 and 606
18	Easement for services variable width ([insert]) (Limited in Stratum)	[601, 603, 605 and 607]	[602, 604 and 606]
19	Positive Covenant	601, 602, 603, 604, 605, 606 and 607	Infrastructure NSW

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
 Covered by Subdivision Certificate No. []
 Dated:

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:
20	Easement for Public Access ([<i>For colonnade or public walkway areas</i>]) variable width (<i>[insert]</i>) (Limited in Stratum)	[601, 602, 603, 604, 605, 606 and 607]	Infrastructure NSW
21	<i>[Note: Any additional easements, covenants etc to be inserted – including easements permitting any encroaching structures, easements for mechanical services and easements for air intakes]</i>	<i>[Note: To be inserted]</i>	<i>[Note: To be inserted]</i>

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
Covered by Subdivision Certificate No. []
Dated:

PART 2 - TERMS

1 Interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Act means the *Conveyancing Act 1919* (NSW).

Approvals means the development approval Concept Plan 06_0162 – Barangaroo (as amended from time to time).

Authorised User means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes, without limitation:

- (a) the Building Management Committee; and
- (b) the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Grantee.

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.

Building Management Committee means any building management committee constituted under the Building Management Statement.

Building Management Statement means a building management statement registered according to Division 3B of the Act which applies to any and all of the lots in the Plan (or any lots created upon further subdivision of a lot in the Plan) from time to time.

Chilled Water Plant means the plant and equipment for the production and reticulation of chilled and hot water including an integral harbour heat rejection system and including other services provided under a Chilled Water Supply Agreement.

Chilled Water Service means the production and reticulation of chilled and hot water from the Chilled Water Plant, including other services provided under a Chilled Water Supply Agreement.

Chilled Water Supplier means an operator from time to time of the Chilled Water Plant and the Chilled Water Service.

Chilled Water Supply Agreement means an agreement for the supply of chilled water and other services between a Chilled Water Supplier and an Occupier.

Council means the City of Sydney Council and its successors.

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Plan:

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Covered by Subdivision Certificate No. []
Dated:

Development Act means the *Strata Schemes Development) Act 2015* (NSW).

Distribution System has the meaning given to that term in the *Electricity Supply Act 1995* (NSW).

Easement Site means in relation to an easement, positive covenant and restriction on use in this instrument:

- (a) the site of an easement, positive covenant and restriction on use identified on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement, positive covenant or restriction on use.

Embedded Network means the Distribution System located within Lot 100 in DP 120946.

Embedded Network Connection Services means the connection of Lot to the Embedded Network and the maintenance of capacity for electricity to be supplied to or received from a Lot from the Embedded Network, including other services provided under an Embedded Network Connection Services Agreement.

Embedded Network Connection Services Supplier means an operator from time to time of the Embedded Network and the Embedded Network Connection Services.

Embedded Network Connection Services Agreement means an agreement for the supply of Embedded Network Connection Services between an Embedded Network Connection Services Supplier and an Occupier.

Government Agency means any government or governmental, semi or local government, statutory, public or other authority having jurisdiction over any lot in the Plan from time to time.

Grantee means:

- (a) the Owner of a Lot Benefited; and
- (b) an Authority benefited.

Grantor means the Owner of a Lot Burdened.

Infrastructure NSW means Infrastructure NSW, a body corporate constituted under the *Infrastructure NSW Act 2011* (NSW) (and includes any succeeding authority in which the freehold land of Infrastructure NSW is vested or transferred).

Long Term Lease means a lease for a term of greater than 50 years when it was granted.

Lot has the meaning given to that term in the Building Management Statement.

Lot Benefited means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
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Dated:

Lot Burdened means a lot burdened by an easement, positive covenant or restriction in this instrument.

Occupier has the meaning given to that term in the Building Management Statement.

Owner means:

- (a) if a lot has been subdivided by Strata Plan, the Owners Corporation; or
- (b) if a Long Term Lease has been granted in respect of the lot, the holder of that Long Term Lease; or
- (c) if a Long Term Lease has not been granted in respect of the lot, the owner of the freehold of the lot.

Owners Corporation means an owners corporation for a Strata Scheme.

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

Public Domain means land which is not the subject of a Long Term Lease and which consists of an area intended for the use and enjoyment of members of the public in accordance with the Approvals.

Public Domain Items means items:

- (a) installed, erected or otherwise placed by, for or on behalf of Infrastructure NSW in or on the Public Domain;
- (b) for use and enjoyment by general members of the public, including, but not limited to, street furniture (tables, chairs, benches, sunlounges, deck chairs, umbrellas, sunshades and weather shades), trees, plants, shrubbery, flower beds, public art, fountains, statues, sculptures, outdoor advertising, market stalls, entertainment equipment, street lighting (including all poles, wires and other infrastructure for the provision of street lighting), way-finding signage and location maps,

and including any other similar items whether being of a temporary or permanent nature.

Recycled Water Plant means the plant and equipment for the provision of recycled water and the collection of wastewater, including other services provided under a Recycled Water Supply Agreement.

Recycled Water Service means the provision of recycled water and the collection of wastewater, including other services provided under a Recycled Water Supply Agreement.

Recycled Water Supplier means an operator from time to time of the Recycled Water Plant and the Recycled Water Service.

Recycled Water Supply Agreement means an agreement for the supply of recycled water and the collection of wastewater between a Recycled Water Supplier and an Occupier.

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
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Dated:

Retail Public Domain means those public domain areas adjoining a Lot, or part of a Lot, used for retail purposes.

Road means the land which is not the subject of a Long Term Lease and which consists of trafficable surfaces, pathways, kerbs and guttering and which is intended for use as a path for vehicular access in accordance with the Approvals (but excluding any waterproof membrane).

Roads Authority has the same meaning as in the *Roads Act 1993* (NSW).

Services includes those services defined in section 196L of the Act and:

- (a) the supply of water, gas, recycled water, electricity or artificially heated or cooled air; and
- (b) fire safety or control services (including fire hydrant sprinkler systems); and
- (c) the provision of sewerage and drainage; and
- (d) telephone, radio, television or other transmission means; and
- (e) security systems; and
- (f) mechanical ventilation, including the exhaust systems and ventilation system servicing the carpark;
- (g) irrigation systems;
- (h) lifts; and
- (i) any other facility, supply or transmission,

including wires, ducts, cables, conduit tracks, pipes and risers for that service.

Strata Plan means a strata plan registered under the Development Act.

Strata Scheme means a strata scheme created on registration of a Strata Plan.

1.2 References to certain terms

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

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
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Dated:

- (d) **(meaning not limited)** the words “include”, “including”, “for example” 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

Headings do not affect the interpretation of this instrument.

1.4 Positive covenants and maintenance requirements

A requirement in an easement, positive covenant or restriction on use in this instrument which requires a Grantee or Grantor to maintain or repair an Easement Site or a Lot Burdened or any thing in an Easement Site or Lot Burdened is a positive covenant according to section 88BA of the Act.

2 Interpretation

2.1 Application of this clause

This clause applies to each easement, positive covenant and restriction on use in this instrument, except where the contrary intention is expressed.

2.2 Covenants and agreements

The easements, positive covenants and restrictions on use, including in this clause and clauses 3 (“Complying with this instrument and the Building Management Statement”) and 4 (“Effect of the Building Management Statement”), in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

- (a) each Grantee for itself, 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) each 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 easements, positive covenants and restrictions on use.

2.3 Release

- (a) The Grantee and its Authorised Users enter upon the Lot Burdened at their own risk and the Grantee hereby releases the Grantor and Infrastructure NSW from all damage, expense, loss, claims or liability of any nature that may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened under the terms of this instrument.
- (b) In the case of the Grantee’s and its Authorised Users’ releases of the Grantor, the Grantee and its Authorised Users do not release the Grantor to the extent that the

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
Covered by Subdivision Certificate No. []
Dated:

damage, expense, loss, claim or liability is caused or contributed to by the act, negligence or omission of the Grantor.

- (c) In the case of the Grantee's and its Authorised Users' releases of Infrastructure NSW, the Grantee and its Authorised Users do not release Infrastructure NSW to the extent that the damage, expense, loss, claim or liability is caused or contributed to by the act, negligence or omission of Infrastructure NSW.

2.4 Indemnity

- (a) The Grantee (other than Infrastructure NSW) indemnifies and agrees to keep indemnified the Grantor and Infrastructure NSW against all damage, expense, loss, claims or liability of any nature suffered or incurred by the Grantor or Infrastructure NSW arising from or in consequence of the exercise of rights under an easement, positive covenant or restriction on use in this instrument by the Grantee and any of its Authorised Users including but not limited to:
- (i) damage to the Lot Burdened, except fair wear and tear; and
 - (ii) damage to any property of the Grantor, Infrastructure NSW or any other person; and
 - (iii) injury to any person on or near the Lot Burdened,
- subject to clause 2.4(b) and clause 2.4(c), as applicable.
- (b) In the case of a Grantee's indemnity in favour of a Grantor other than Infrastructure NSW, the Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability is caused or contributed to by the act, omission or negligence of the Grantor.
- (c) In the case of a Grantee's indemnity in favour of Infrastructure NSW, the Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability is caused or contributed to by the act, omission or negligence of Infrastructure NSW.

2.5 Notice to owner

If a notice to the Grantor is required to be given under this instrument, that notice must also be given to the Occupier of the Lot Burdened. 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.

2.6 Infrastructure NSW

Infrastructure NSW (in its capacity as Grantee) is excluded from giving the Grantee's indemnity under clause 2.4 ("Indemnity").

2.7 Release and modification

- (a) The easements, positive covenants and restrictions on use in this instrument may only be released or modified with the consent of the Owner of each relevant Lot Benefited and, if applicable, each Authority that is benefited.

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
Covered by Subdivision Certificate No. []
Dated:

- (b) A release or modification of an easement, positive covenant or restriction on use will not affect a party's right under the Building Management Statement.

3 Complying with this instrument and the Building Management Statement

3.1 Obligations of Grantees and Grantors

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this instrument and the Building Management Statement.

3.2 Obligations for Authorised Users

For each easement, positive covenant and restriction on use in this instrument, each Grantee 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 the instrument.

3.3 Complying with the Building Management Statement

For each easement, positive covenant and restriction on use in this instrument, the Grantee who is required to comply with the Building Management Statement must:

- (a) comply with the Building Management Statement; and
- (b) use reasonable endeavours to ensure that its Authorised Users comply with the Building Management Statement which applies to the Lot Burdened.

4 Effect of the Building Management Statement

4.1 Application of this clause

This clause applies to each easement, positive covenant and restriction on use in this instrument.

4.2 Requirements about making rules

If the Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of an Easement Site, covenant or restriction by a Grantee or its Authorised User, the rules must be consistent with the easement, covenant or restriction and any Building Management Statement.

4.3 Apportionment of costs

If a Building Management Statement regulates the apportionment of costs in relation to an easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the easement and a Building Management Statement, the Building Management Statement prevails to the extent of the inconsistency.

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
Covered by Subdivision Certificate No. []
Dated:

5 Terms of Easement for pedestrian access ([insert]) numbered 1 in the Plan

5.1 Grant

Subject to clauses 5.5 and 5.6, the owner of the freehold of the Lot Burdened grants to the Grantee and its Authorised Users the right to pass and repass over the Easement Site on the Lot Burdened:

- (a) on foot;
- (b) with wheelchairs and other disabled access aids; and
- (c) with or without materials, tools and equipment,

for the purpose of accessing the Lot Benefited and the sites of those easements which benefit the Lot Benefited.

5.2 Making Rules

Subject to clause 4.2 ("Requirements about making rules"), the Grantor may make reasonable rules about the use of the Easement Site by the Grantee and its Authorised Users.

5.3 Prohibitions

The Grantee and its Authorised Users must not obstruct the use of the Lot Burdened.

5.4 Requirements when exercising rights

When exercising their rights and complying with their obligations under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) exercise their right to access the Easement Site in the manner in which the relevant parts of the Easement Site are intended to be used;
- (d) if any damage is caused:
 - (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) comply with any rules about the use of the Easement Site made by the Grantor in accordance with clause 5.2 ("Making Rules") or the Building Management Statement.

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
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5.5 Limitations on Easement Site

Despite any other provision of this clause 5, the rights and obligations of the Grantee and the Grantor under this easement are limited as follows (and each restriction may apply individually):

- (a) the rights and obligations do not commence in respect of a part of the Easement Site unless and until that part of the Easement Site is the subject of an interim or final occupation certificate under the *Environmental Planning and Assessment Act 1979* (NSW) in respect of the public realm works that are or are intended to be undertaken on the relevant part of the Easement Site;
- (b) the rights under this easement are subject to the rights of Infrastructure NSW to:
 - (i) install, maintain and replace (from time to time) Public Domain Items within the Easement Site; and
 - (ii) grant to the tenant (except an Owners Corporation) under a Long Term Lease (or a person nominated by or consented to by that tenant under a Long Term Lease) a licence over the Retail Public Domain which is within the Easement Site and which is immediately adjacent to that Owner's Lot for the purpose of seating associated with a non-food usage or the serving and consumption of food and beverages (which may include alcohol where permitted by law) as part of the dining and retail operations carried on by a tenant under a Long Term Lease (or a subtenant of that tenant),

provided always that the installation of the Public Domain Items or the grant of a licence over the Retail Public Domain (as applicable) does not substantially and materially deprive the Grantee of the intended benefit and purpose of the Easement Site in connection with this easement; and

- (c) the rights and obligations do not apply in respect of a part of the Easement Site and are suspended for any period during which Infrastructure NSW considers acting reasonably that access to that part of the Easement Site would be unsafe, and in this regard Infrastructure NSW must permit an Owner or a Grantee to have reasonable access to the relevant Easement Site to enable the Owner or the Grantee to repair or make safe the unsafe part of the Easement Site.

5.6 Release of easement on dedication as public reserve or public road

If any part of the Easement Site is dedicated as a public road (to any Roads Authority, including to Infrastructure NSW in its capacity as a Roads Authority) or public reserve to Council, then as and from the date of dedication:

- (a) subject to rights of access equivalent to the rights under this easement being created upon the dedication to the relevant Roads Authority or Council (whether by declaration, regulation or statutory operation), this easement will cease to have effect in respect of the part of the Easement Site the subject of the dedication;
- (b) the owner of the freehold of the Lot Burdened will be entitled to have this easement and notation for this easement removed from the title to the Lots Burdened in respect of the part of the Easement Site the subject of the dedication; and

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
Covered by Subdivision Certificate No. []
Dated:

- (c) the owner of the freehold of the Lot Burdened and the Grantee must, as soon as reasonably practicable, do all things and sign all documents necessary to remove this easement from the title to the part of the Lots Burdened as referred to in clause 5.6(b), including signing any plans, requests or other dealings and producing certificates of title at NSW Land Registry Services as required for registration.

The owner of the freehold of the Lot Burdened and Grantee must at all times ensure that this easement remains in effect and registered on the title to the Lot Burdened in respect of the remainder of the Easement Site to which clause 5.6(a) does not apply.

5.7 Variation of the Easement Site

- (a) The Grantor and the Grantee agree that once the Public Domain has been constructed, the parties must do all things reasonably necessary to ensure that this easement is varied so as to burden the land which comprises the Public Domain.
- (b) The Grantor and Grantee agree to sign all documents and do all things necessary to give effect to paragraph (a) including but not limited to preparing a plan and dealing recording the variation of the easement over the Lot Burdened upon demand by the other in accordance with this clause. Each party will pay their own costs in connection with the documentation and action contemplated in this clause.

5.8 Major events

- (a) The Grantee acknowledges that it is aware that:
- (i) the Lot Burdened is within a major event, entertainment and exhibition precinct;
 - (ii) entertainment and promotional events or activities and public festivals may be conducted within the precinct (including on adjoining land);
 - (iii) occupiers and users of the Lot Burdened may carry out other noisy activities;
 - (iv) Roads situated within the Lot Burdened may be temporarily closed during periods when certain events or activities occur and for the purpose of carrying out maintenance and repair; and
 - (v) the events, activities or festivals may temporarily interfere with the Grantee's enjoyment of the rights granted under this easement.
- (b) The Grantor must not prevent the Grantee or its Authorised Users from accessing the Lot Benefited at all times during any periods of closure or restricted access to the Lot Benefited as contemplated under clause 5.8(a)(v).

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
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6 Terms of Easement for vehicular access ([insert]**) numbered 2 in the Plan**

6.1 Grant

Subject to clauses 6.5 and 6.6, the owner of the freehold of the Lot Burdened grants to the Grantee and its Authorised Users the right to pass and repass over the trafficable surfaces and driveways within the Easement Site on the Lot Burdened:

- (a) with vehicles;
- (b) on foot;
- (c) with wheelchairs and other disabled access aids; and
- (d) with or without materials, tools and equipment,

for the purpose of accessing the Lot Benefited and the sites of those easements which benefit the Lot Benefited.

6.2 Making Rules

Subject to clause 4.2 ("Requirements about making rules"), the Grantor may make reasonable rules about the use of the Easement Site by the Grantee and its Authorised Users.

6.3 Prohibitions

The Grantee and its Authorised Users must not:

- (a) park or stand a motor vehicle or trailer on the Lot Burdened, except where otherwise expressly permitted; or
- (b) obstruct the use of the Lot Burdened.

6.4 Requirements when exercising rights

When exercising their rights and complying with their obligations under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the owner of the freehold of the Lot Burdened and Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) exercise their right to access the Easement Site in the manner in which the relevant parts of the Easement Site are intended to be used;
- (d) if any damage is caused:
 - (i) promptly make good and repair such damage to the reasonable satisfaction of the owner of the freehold of the Lot Burdened and Grantor; and

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Subdivision of **[insert]** and Easements within **[insert]**
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- (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) comply with any rules about the use of the Easement Site made by the Grantor in accordance with clause 6.2 ("Making Rules") or the Building Management Statement.

6.5 Limitations on Easement Site

Despite any other provision of this clause 6, the rights and obligations of the Grantee and the Grantor under this easement are limited as follows (and each restriction may apply individually):

- (a) the rights and obligations do not commence in respect of a part of the Easement Site unless and until that part of the Easement Site is the subject of an interim or final occupation certificate under the *Environmental Planning and Assessment Act 1979* (NSW) in respect of the public realm works that are or are intended to be undertaken on the relevant part of the Easement Site;
- (b) the rights and obligations apply to those parts of the Easement Site that are designed and constructed for vehicular access, including road surfaces on a 'kerb to kerb' basis, and access ways and driveways into buildings; and
- (c) the rights and obligations do not apply in respect of a part of the Easement Site and are suspended for any period during which Infrastructure NSW considers acting reasonably that access to that part of the Easement Site would be unsafe, and in this regard Infrastructure NSW must permit an Owner or a Grantee to have reasonable access to the relevant Easement Site to enable the Owner or the Grantee to repair or make safe the unsafe part of the Easement Site.

6.6 Release of easement on dedication as public road

If any part of the Easement Site is dedicated as a public road (to any Roads Authority, including to Infrastructure NSW in its capacity as a Roads Authority) or public reserve to Council, then as and from the date of dedication:

- (a) subject to rights of access equivalent to the rights under this easement being created upon the dedication to the relevant Roads Authority or Council (whether by declaration, regulation or statutory operation), this easement will cease to have effect in respect of the part of the Easement Site the subject of the dedication;
- (b) the owner of the freehold of the Lot Burdened will be entitled to have this easement and notation for this easement removed from the title to the Lots Burdened in respect of the part of the Easement Site the subject of the dedication; and
- (c) the owner of the freehold of the Lot Burdened and the Grantee must, as soon as reasonably practicable, do all things and sign all documents necessary to remove this easement from the title to the part of the Lots Burdened as referred to in clause 6.6(b), including signing any plans, requests or other dealings and producing certificates of title at NSW Land Registry Services as required for registration.

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The owner of the freehold of the Lot Burdened and Grantee must at all times ensure that this easement remains in effect and registered on the title to the Lot Burdened in respect of the remainder of the Easement Site to which clause 6.6(a) does not apply.

6.7 Variation of the Easement Site

- (a) The Grantor and the Grantee agree that once the Road has been constructed, the parties must do all things reasonably necessary to ensure that this easement is varied so as to burden the land which comprises the Road.
- (b) The Grantor and Grantee agree to sign all documents and do all things necessary to give effect to clause 6.7(a) including but not limited to preparing a plan and dealing recording the variation of the easement over the Lot Burdened upon demand by the other in accordance with this clause. Each party will pay their own costs in connection with the documentation and action contemplated in this clause.

6.8 Major events

- (a) The Grantee acknowledges that it is aware that:
 - (i) the Lot Burdened is within a major event, entertainment and exhibition precinct;
 - (ii) entertainment and promotional events or activities and public festivals may be conducted within the precinct (including on adjoining land);
 - (iii) occupiers and users of the Lot Burdened may carry out other noisy activities;
 - (iv) Roads situated within the Lot Burdened may be temporarily closed during periods when certain events or activities occur and for the purpose of carrying out maintenance and repair; and
 - (v) the events, activities or festivals may temporarily interfere with the Grantee's enjoyment of the rights granted under this easement.
- (b) The Grantor must not prevent the Grantee or its Authorised Users from accessing the Lot Benefited at all times during any periods of closure or restricted access to the Lot Benefited as contemplated under clause 6.8(a)(v).

7 Terms of Easement for drainage of stormwater ([insert]) numbered 3 in the Plan

7.1 Grant

The Grantee and its Authorised Users may:

- (a) drain water from any natural source through each Lot Burdened, but only within the Easement Site; and
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;

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Subdivision of **[insert]** and Easements within **[insert]**
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- (ii) taking anything onto the Lot Burdened;
 - (iii) using any existing line of pipe; and
 - (iv) carrying out work, such as constructing, placing, repairing or maintaining pipes, channels, ditches and equipment.
- (c) The Grantee acknowledges that its rights under clause 7.1(b) are:
 - (i) at all times subject to the right for Infrastructure NSW to carry out relevant repair works as set out in clause 7.5; and
 - (ii) only exercisable in circumstances where Infrastructure NSW has not undertaken any required repair or replacement within a reasonable time after the need for the repair or replacement arose, having regard to the nature and extent of the work required.

7.2 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) ensure that each person undertaking any work under this easement at the request of a Grantee or an Authorised User has:
 - (i) current public liability insurance coverage for an appropriate level of coverage having regard to the nature of rights being exercised and the type of work being undertaken;
 - (ii) current workers compensation coverage;
 - (iii) provided to the Grantor or the relevant Authorised User an approved safe work method statement;
 - (iv) any other insurances as are reasonable under the prevailing circumstances from time to time; and
 - (v) provided to the Grantor, copies of the policies of insurance for public liability coverage, workers compensation coverage and other policies of insurance reasonable under the prevailing circumstances from time to time;
- (b) ensure that all work is:
 - (i) done properly and in accordance with the requirements of any Government Agency (if relevant); and
 - (ii) completed as quickly as practicable;
- (c) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (d) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened; and

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Subdivision of **[insert]** and Easements within **[insert]**
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- (e) if any damage is caused:
- (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage),
- except that the obligation to restore the Lot Burdened under paragraph (ii) only relates to restoration of damage arising solely because the Grantee has not complied with paragraphs (a), (b) or (c) above.

7.3 Indemnity

The Grantor (other than Infrastructure NSW):

- (a) releases and keeps indemnified the Grantee (if it is an Authority) against all claims, demands and causes of action for damage in the Lot Burdened due to:
- (i) the inadequacy, or blockage of, or breakage of, or surcharge/backflow from the drainage system;
 - (ii) any breach of this easement by the Grantor; or
 - (iii) any inability of the Grantee (if it is an Authority) to enjoy this easement,
- whether or not the Grantee has exercised any right to maintain the drainage system the subject of this easement; and
- (b) if the Grantor has connected to the drainage system (and such connection is subject to the approval of the Grantee (if it is an Authority) in the Easement Site), covenants to indemnify and keep indemnified and hold harmless the Grantee (if it is an Authority) against all damages, claims, actions, costs, expenses and any other liabilities by reason of the connection to the drainage system.

7.4 Exclusion

An Owner granting a release and indemnity under clause 7.3 will not include Infrastructure NSW as the fee simple owner if a Long Term Lease has been granted over the relevant land.

7.5 Right for Infrastructure NSW

Where the Grantor is Infrastructure NSW, the Grantor in its absolute discretion may, but is not obliged to, repair, fix or replace any part of the drainage infrastructure located on the Lot Burdened that is broken, malfunctioning, not working or causing damage to the Lot Burdened or other property (or which may, if not repaired, break, malfunction, not work or cause damage to the Lot Burdened or other property) if Infrastructure NSW:

- (a) ensures that any person carrying out the works on its behalf is qualified to do those works; and

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Subdivision of *[insert]* and Easements within *[insert]*
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- (b) immediately repairs any damage it causes to the drainage infrastructure when carrying out those works.

7.6 Limitations on Easement Site

Despite any other provision of this clause 7, the rights and obligations of the Grantee and the Grantor under this easement are limited as follows (and each restriction may apply individually):

- (a) the rights and obligations do not commence in respect of a part of the Easement Site unless and until that part of the Easement Site is the subject of an interim or final occupation certificate under the *Environmental Planning and Assessment Act 1979* (NSW) in respect of the public realm works that are or are intended to be undertaken on the relevant part of the Easement Site;
- (b) the rights under this easement are subject to the rights of Infrastructure NSW to:
 - (i) install, maintain and replace (from time to time) Public Domain Items within the Easement Site; and
 - (ii) grant to the tenant (except an Owners Corporation) under a Long Term Lease (or a person nominated by or consented to by that tenant under a Long Term Lease) a licence over the Retail Public Domain that is immediately adjacent to that Owner's Lot for the purpose of seating associated with a non-food usage or the serving and consumption of food and beverages (which may include alcohol where permitted by law) as part of the dining and retail operations carried on by a tenant under a Long Term Lease (or a subtenant of that tenant),

provided always that the installation of the Public Domain Items or the grant of a licence over the Retail Public Domain (as applicable) does not substantially and materially deprive the Grantee of the intended benefit and purpose of the Easement Site in connection with this easement; and

- (c) the rights and obligations do not apply in respect of a part of the Easement Site and are suspended for any period during which Infrastructure NSW considers acting reasonably that access to that part of the Easement Site would be unsafe, and in this regard Infrastructure NSW must permit an Owner or a Grantee to have reasonable access to the relevant Easement Site to enable the Owner or the Grantee to repair or make safe the unsafe part of the Easement Site.

7.7 Release of easement on dedication as public road or public reserve

If any part of the Easement Site is dedicated as a public road (to any Roads Authority, including to Infrastructure NSW in its capacity as a Roads Authority) or public reserve to Council, then as and from the date of dedication:

- (a) subject to rights of access equivalent to the rights under this easement being created upon the dedication to the relevant Roads Authority or Council (whether by declaration, regulation or statutory operation), this easement will cease to have effect in respect of the part of the Easement Site the subject of the dedication;

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- (b) the owner of the freehold of the Lot Burdened will be entitled to have this easement and notation for this easement removed from the title to the Lots Burdened in respect of the part of the Easement Site the subject of the dedication; and
- (c) the owner of the freehold of the Lot Burdened and the Grantee must, as soon as reasonably practicable, do all things and sign all documents necessary to remove this easement from the title to the part of the Lots Burdened as referred to in clause 7.7(b), including signing any plans, requests or other dealings and producing certificates of title at NSW Land Registry Services as required for registration.

The owner of the freehold of the Lot Burdened and Grantee must at all times ensure that this easement remains in effect and registered on the title to the Lot Burdened in respect of the remainder of the Easement Site to which clause 7.7(a) does not apply.

8 Terms of Easement for future services ([insert]**) numbered 4 in the Plan**

8.1 Grant

The Grantee and its Authorised Users may:

- (a) use the Lot Burdened, but only within the Easement Site and in a manner that does not detrimentally interfere with use of the Lot Burdened, to install and provide Services to or from the Lot Benefited with the prior written consent of the Grantor, which consent must not be unreasonably withheld or delayed; and
- (b) do anything reasonably necessary for the purposes of this easement, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, installing, repairing, using, operating, maintaining, examining, re-laying, altering, renewing, cleaning, replacing, enhancing, adding to or removing pipes, poles, wires, cables, ducts, conduits, structures and equipment.

8.2 Requirements before exercising rights

Before exercising any rights under this easement, the Grantee and its Authorised Users must:

- (a) except in an emergency, give the Grantor not less than 48 hours' notice of its intention to enter the Lot Burdened. In an emergency, a Grantee or Authorised User must give the Grantor notice of access to the Lot Burdened as soon as practicable;
- (b) if required by the Grantor, when exercising rights under this easement be accompanied by, and comply with the reasonable directions of the Grantor's nominee;
- (c) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any of the Services to the Lot Burdened; and

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Subdivision of **[insert]** and Easements within **[insert]**
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- (d) not carry out any works to the structure of the buildings and infrastructure located on the Lot Burdened unless:
 - (i) the Grantor gives its approval to the works proposed to be carried out (which approval must not be unreasonably withheld or delayed);
 - (ii) the Grantee, at its own cost, consults with a structural engineer or services engineer (as applicable) nominated by the Grantor; and
 - (iii) the Grantee ensures that the recommendations of the structural engineer or services engineer (as applicable) are carried out.

8.3 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) ensure that each person undertaking any work under this easement at the request of a Grantee or an Authorised User has:
 - (i) current public liability insurance coverage for an appropriate level of coverage having regard to the nature of rights being exercised and the type of work being undertaken;
 - (ii) current workers compensation coverage;
 - (iii) provided to the Grantor an approved safe work method statement;
 - (iv) any other insurances as are reasonable under the prevailing circumstances from time to time; and
 - (v) provided to the Grantor copies of the policies of insurance for public liability coverage, workers compensation coverage and other policies of insurance reasonable under the prevailing circumstances from time to time;
- (b) ensure that any person carrying out works on Services or the Easement Site on their behalf is qualified or licensed (if a licence is required at law) to do those works;
- (c) ensure that all work is done properly and in accordance with the requirements of any Government Agency (if relevant);
- (d) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (e) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (f) if any damage is caused:
 - (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and

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- (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage); and
- (g) not interfere with the structural integrity of the building or any infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld or delayed.

8.4 Maintaining Services

The Grantee must maintain its own Services.

8.5 Acknowledgement of the Grantee

The Grantee acknowledges that this easement may be used in common with the Grantor.

9 Terms of easement for overhanging awnings ([insert]**) numbered 5 in the Plan**

9.1 Grant of easement

Subject to clauses 9.4 and 9.5, the owner of the freehold of the Lot Burdened grants the Grantee and its Authorised Users the right to:

- (a) construct, maintain and enjoy the awning, supporting structures, facade, lights, services, security cameras and other improvements which are actually situated on or over the Easement Site (whether now or in the future), having their footings or partial supports on or which are actually attached to the Lot Benefited (whether now or in the future):
 - (i) to be supported vertically and horizontally by; and
 - (ii) to overhang, overshadow and encroach over,

the structure and soil of the Easement Site and any part of it and by all pillars, beams, columns, slabs and walls actually standing for the time being (whether now or in the future) in, on, above or across the soil of the Easement Site or any part of it; and
- (b) enter onto the Lot Burdened and also to remain there for the reasonable time necessary (with tools, plant, equipment, machinery, vehicles, scaffolding or other materials) for the purposes of installing, inspecting, cleaning, repairing, maintaining, augmenting, renewing, replacing or removing and making good that part of the awning which is located on, supported by or overhangs or encroaches the Lot Burdened.

9.2 Access to Easement Site

Before exercising any rights under this easement, the Grantee and its Authorised Users must give reasonable notice to the Grantor of its intention to do so except in an emergency. In an emergency, the Grantee or its Authorised Users must give the Grantor notice of access to the Lot Burdened as soon as practicable.

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9.3 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) ensure the awning is maintained to a high standard of repair and is at all times safe and clean;
- (b) ensure that each person undertaking any work under this easement at the request of a Grantee or an Authorised User has:
 - (i) current public liability insurance coverage for an appropriate level of coverage having regard to the nature of rights being exercised and the type of work being undertaken;
 - (ii) current workers compensation coverage;
 - (iii) provided to the Grantor an approved safe work method statement;
 - (iv) any other insurances as are reasonable under the prevailing circumstances from time to time; and
 - (v) provided to the Grantor copies of the policies of insurance for public liability coverage, workers compensation coverage and other policies of insurance reasonable under the prevailing circumstances from time to time;
- (c) ensure that all work is:
 - (i) done properly and in accordance with the requirements of any Government Agency (if relevant); and
 - (ii) completed as quickly as practicable;
- (d) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (e) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened; and
- (f) if any damage is caused:
 - (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage).

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9.4 Limitations on Easement Site

Despite any other provision of this clause 9, the rights and obligations of the Grantee and the Grantor under this easement are limited as follows (and each restriction may apply individually):

- (a) the rights and obligations do not commence in respect of a part of the Easement Site unless and until that part of the Easement Site is the subject of an interim or final occupation certificate under the *Environmental Planning and Assessment Act 1979* (NSW) in respect of the public realm works that are or are intended to be undertaken on the relevant part of the Easement Site;
- (b) the rights under this easement are subject to the rights of Infrastructure NSW to:
 - (i) install, maintain and replace (from time to time) Public Domain Items within the Easement Site; and
 - (ii) grant to the tenant under (except an Owners Corporation) a Long Term Lease (or a person nominated by or consented to by that tenant under a Long Term Lease) a licence over the Retail Public Domain which is within the Easement Site and which is immediately adjacent to that Owner's Lot for the purpose of seating associated with a non-food usage or the serving and consumption of food and beverages (which may include alcohol where permitted by law) as part of the dining and retail operations carried on by a tenant under a Long Term Lease (or a subtenant of that tenant),

provided always that the installation of the Public Domain Items or the grant of a licence over the Retail Public Domain (as applicable) does not substantially and materially deprive the Grantee of the intended purpose of the Easement Site in connection with this easement; and

- (c) the rights and obligations do not apply in respect of a part of the Easement Site and are suspended for any period during which Infrastructure NSW considers acting reasonably that access to that part of the Easement Site would be unsafe, and in this regard Infrastructure NSW must permit an Owner or a Grantee to have reasonable access to the relevant Easement Site to enable the Owner or the Grantee to repair or make safe the unsafe part of the Easement Site.

9.5 Release of easement on dedication as public road or public reserve

If any part of the Easement Site is dedicated as a public road (to any Roads Authority, including to Infrastructure NSW in its capacity as a Roads Authority) or public reserve to Council, then as and from the date of that dedication:

- (a) subject to rights of access equivalent to the rights under this easement being created upon the dedication to the relevant Roads Authority or Council (whether by declaration, regulation or statutory operation), this easement will cease to have effect in respect of the part of the Easement Site the subject of the dedication;
- (b) the Grantor will be entitled to have this easement and notation for this easement removed from the title to the Lots Burdened in respect of the part of the Easement Site the subject of the dedication; and

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- (c) the Grantor and the Grantee must, as soon as reasonably practicable, do all things and sign all documents necessary to remove this easement from the title to the part of the Lots Burdened as referred to in clause 9.5(b), including signing any plans, requests or other dealings and producing certificates of title at NSW Land Registry Services as required for registration.

The Grantor and Grantee must at all times ensure that this easement remains in effect and registered on the title to the Lot Burdened in respect of the remainder of the Easement Site to which clause 9.5(a) does not apply.

10 Terms of Easement for light and air ([insert]) numbered 6 in the Plan

10.1 Grant of easement

Subject to clauses 10.4 and 10.5, the owner of the freehold of the Lot Burdened grants the Grantee and its Authorised Users the right to:

- (a) the uninterrupted transmission and enjoyment of light over and across the Easement Site; and
- (b) the uninterrupted intake and emission of air through the Easement Site.

10.2 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened; and
- (c) if any damage is caused:
- (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
- (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage).

10.3 Reservations to Grantor

Despite clause 10.1, nothing in this easement restricts the right of the Grantor to:

- (a) install, maintain and replace (from time to time) Public Domain Items within the Easement Site; or
- (b) grant to the holder (except an Owners Corporation) of a Long Term Lease (or a person nominated by or consented to by that holder of a Long Term Lease) a licence

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over the Retail Public Domain which is within the Easement Site and which is immediately adjacent to that Owner's Lot; or

- (c) administer the public domain areas within the Easement Site,

in any manner determined by the Grantor, so long as the Grantor does not substantially and materially deprive the Grantee of the intended benefit and purpose of the Easement Site in connection with this easement

10.4 Limitations on Easement Site

Despite any other provision of this clause 10 (and each restriction may apply individually to the Grantee and the Grantor):

- (a) the rights and obligations of the Grantee and the Grantor under this easement are subject to the rights of Infrastructure NSW to install, maintain and replace (from time to time) Public Domain Items within the Easement Site, provided always that the installation of the Public Domain Items does not substantially and materially deprive the Grantee of the intended benefit and purpose of the Easement Site in connection with this easement; and
- (b) the rights and obligations do not apply in respect of a part of the Easement Site and are suspended for any period during which the Grantor considers acting reasonably that access to that part of the Easement Site would be unsafe, and in this regard the Grantor must permit an Owner or a Grantee to have reasonable access to the relevant Easement Site to enable the Owner or the Grantee to repair or make safe the unsafe part of the Easement Site.

10.5 Release of easement on dedication as public road or public reserve

If any part of the Easement Site is dedicated as a public road (to any Roads Authority, including to Infrastructure NSW in its capacity as a Roads Authority) or public reserve to Council, then as and from the date of dedication:

- (a) subject to rights of access equivalent to the rights under this easement being created upon the dedication to the relevant Roads Authority or Council (whether by declaration, regulation or statutory operation), this easement will cease to have effect in respect of the part of the Easement Site the subject of the dedication;
- (b) the Grantor will be entitled to have this easement and notation for this easement removed from the title to the Lots Burdened in respect of the part of the Easement Site the subject of the dedication; and
- (c) the Grantor and the Grantee must, as soon as reasonably practicable, do all things and sign all documents necessary to remove this easement from the title to the part of the Lots Burdened as referred to in clause 10.5(b), including signing any plans, requests or other dealings and producing certificates of title at NSW Land Registry Services as required for registration.

The Grantor and Grantee must at all times ensure that this easement remains in effect and registered on the title to the Lot Burdened in respect of the remainder of the Easement Site to which clause 10.5(a) does not apply.

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11 Terms of Easement for maintenance ([insert]**) numbered 7 in the Plan**

11.1 Grant of easement

Subject to clauses 11.4 and 11.5, the owner of the freehold of the Lot Burdened grants the Grantee and its Authorised Users the right to enter, pass and repass over, at all times, and remain on the Easement Site (excluding habitable areas) with or without material, tools and equipment for the period reasonably necessary to enable the Grantee to undertake maintenance, cleaning and repairs to the façade of building on the Lot Benefited.

11.2 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) ensure that each maintenance service contractor undertaking any work under this easement at the request of a Grantee or an Authorised User has:
 - (i) current public liability insurance coverage for an appropriate level of coverage having regard to the nature of rights being exercised and the type of work being undertaken;
 - (ii) current workers compensation coverage;
 - (iii) provided to the Grantor an approved safe work method statement;
 - (iv) any other insurances as are reasonable under the prevailing circumstances from time to time; and
 - (v) provided to the Grantor copies of the policies of insurance for public liability coverage, workers compensation coverage and other policies of insurance reasonable under the prevailing circumstances from time to time;
- (b) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (c) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened; and
- (d) if any damage is caused:
 - (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage).

11.3 Reservations to Grantor

Despite clause 11.1, nothing in this easement restricts the right of the Grantor to:

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- (a) install, maintain and replace (from time to time) Public Domain Items within the Easement Site; or
- (b) grant to the tenant under (except an Owners Corporation) a Long Term Lease (or a person nominated by or consented to by that tenant under a Long Term Lease) a licence over the Retail Public Domain which is within the Easement Site and which is immediately adjacent to that Owner's Lot; or
- (c) administer the public domain areas within the Easement Site,
in any manner determined by the Grantor, provided that the exercise by the Grantor of its rights under this clause 11.3 does not materially adversely affect:
- (d) the use of the Lot Benefited, including the redevelopment potential of the Lot Benefited; or
- (e) a Grantee's rights or obligations under a Long Term Lease; or
- (f) the intended purpose of the Easement Site in connection with this easement.

11.4 Limitations on Easement Site

Despite any other provision of this clause 11, the rights and obligations of the Grantee and the Grantor under this easement are subject to the rights of Infrastructure NSW to install, maintain and replace (from time to time) Public Domain Items within the Easement Site and (and each restriction may apply individually to the Grantee and the Grantor).

11.5 Release of easement on dedication as public road or public reserve

If any part of the Easement Site is dedicated as a public road (to any Roads Authority, including to Infrastructure NSW in its capacity as a Roads Authority) or public reserve to Council, then as and from the date of dedication:

- (a) subject to rights of access equivalent to the rights under this easement being created upon the dedication to the relevant Roads Authority or Council (whether by declaration, regulation or statutory operation), this easement will cease to have effect in respect of the part of the Easement Site the subject of the transfer or dedication;
- (b) the Grantor will be entitled to have this easement and notation for this easement removed from the title to the Lots Burdened in respect of the part of the Easement Site the subject of the dedication; and
- (c) the Grantor and the Grantee must, as soon as reasonably practicable, do all things and sign all documents necessary to remove this easement from the title to the part of the Lots Burdened as referred to in clause 11.5(b), including signing any plans, requests or other dealings and producing certificates of title at NSW Land Registry Services as required for registration.

The Grantor and Grantee must at all times ensure that this easement remains in effect and registered on the title to the Lot Burdened in respect of the remainder of the Easement Site to which clause 11.5(a) does not apply.

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Subdivision of **[insert]** and Easements within **[insert]**
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11.6 Major events

- (a) The Grantee acknowledges that it is aware that:
 - (i) the Lot Burdened is within a major event, entertainment and exhibition precinct;
 - (ii) entertainment and promotional events or activities and public festivals may be conducted within the precinct (including on adjoining land);
 - (iii) occupiers and users of the Lot Burdened may carry out other noisy activities;
 - (iv) Roads situated within the Lot Burdened may be temporarily closed during periods when certain events or activities occur and for the purpose of carrying out maintenance and repair; and
 - (v) the events, activities or festivals may temporarily interfere with the Grantee's enjoyment of the rights granted under this easement.
- (b) The Grantor must not prevent the Grantee or its Authorised Users from accessing the Lot Benefited at all times during any periods of closure or restricted access to the Lot Benefited as contemplated under clause 11.6(a)(v).

12 Terms of easement for provision of supply of Chilled Water Service ([insert]**) numbered 8 in the Plan**

12.1 Grant of easement

The Grantee and its Authorised Users:

- (a) may use the Easement Site to connect the Lot Burdened to the Chilled Water Plant in accordance with a Chilled Water Supply Agreement; and
- (b) may do anything reasonably necessary for that purpose and in connection with the supply of Chilled Water Service under a Chilled Water Supply Agreement, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, replacing, repairing or maintaining pipes, structures and equipment within the Easement Site.

12.2 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) ensure that all work is done properly and in accordance with the requirements of any Government Agency (if relevant);
- (b) cause as little inconvenience as practicable to the Grantor or any Occupiers of a Lot Burdened;

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- (c) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (d) if any damage is caused:
 - (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage); and
- (e) not interfere with the structural integrity of any buildings or infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.

13 Terms of easement for receipt of supply of Chilled Water Service ([insert]**) numbered 9 in the Plan**

13.1 Grant of easement

The Grantee and its Authorised Users:

- (a) may use the Easement Site to connect the Lot Benefited to the Chilled Water Plant in accordance with a Chilled Water Supply Agreement but only within the Easement Site and in a manner which does not detrimentally interfere with the use of the Lot Burdened; and
- (b) may do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, replacing, repairing or maintaining pipes, structures and equipment within the Easement Site.

13.2 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) ensure that all work is done properly and in accordance with the requirements of any Government Agency (if relevant);
- (b) cause as little inconvenience as practicable to the Grantor or any Occupiers of a Lot Burdened;
- (c) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;

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- (d) if any damage is caused:
 - (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage); and
- (e) not interfere with the structural integrity of any buildings or infrastructure located on the Lot Burdened without the prior written consent of the Grantor which consent must not be unreasonably withheld.

14 Terms of easement for provision of supply of Recycled Water Service ([insert]**) numbered 10 in the Plan**

14.1 Grant of easement

The Grantee and its Authorised Users:

- (a) may use the Easement Site to connect the Lot Burdened to the Recycled Water Plant in accordance with a Recycled Water Supply Agreement; and
- (b) may do anything reasonably necessary for that purpose and in connection with the supply of Recycled Water Service under a Recycled Water Supply Agreement, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, replacing, repairing or maintaining pipes, structures and equipment within the Easement Site.

14.2 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) ensure that all work is done properly and in accordance with the requirements of any Government Agency (if relevant);
- (b) cause as little inconvenience as practicable to the Grantor or any Occupiers of a Lot Burdened;
- (c) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (d) if any damage is caused:

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- (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
- (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage); and
- (e) not interfere with the structural integrity of any buildings or infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.

15 Terms of easement for receipt of supply of Recycled Water Service (*[insert]*) numbered 11 in the Plan

15.1 Grant of easement

The Grantee and its Authorised Users:

- (a) may use the Easement Site to connect the Lot Benefited to the Recycled Water Plant in accordance with a Recycled Water Supply Agreement but only within the Easement Site and in a manner which does not detrimentally interfere with the use of the Lot Burdened; and
- (b) may do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, replacing, repairing or maintaining pipes, structures and equipment within the Easement Site.

15.2 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) ensure that all work is done properly and in accordance with the requirements of any Government Agency (if relevant);
- (b) cause as little inconvenience as practicable to the Grantor or any Occupiers of a Lot Burdened;
- (c) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (d) if any damage is caused:
 - (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and

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- (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage); and
- (e) not interfere with the structural integrity of any buildings or infrastructure located on the Lot Burdened without the prior written consent of the Grantor which consent must not be unreasonably withheld.

16 Terms of easement for provision of supply of Embedded Network Connection Services ([insert]**) numbered 12 in the Plan**

16.1 Grant of easement

The Grantee and its Authorised Users:

- (a) may use the Easement Site to connect the Lot Burdened to the Embedded Network in accordance with the Embedded Network Connection Services Agreement; and
- (b) may do anything reasonably necessary for that purpose and in connection with the supply of Embedded Network Connection Services under an Embedded Network Connection Services Agreement, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, replacing, repairing or maintaining cables and related infrastructure, structures and equipment within the Easement Site.

16.2 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) ensure that all work is done properly and in accordance with the requirements of any Government Agency (if relevant);
- (b) cause as little inconvenience as practicable to the Grantor or any Occupiers of a Lot Burdened;
- (c) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (d) if any damage is caused:
 - (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and

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- (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage); and
- (e) not interfere with the structural integrity of any buildings or infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.

17 Terms of easement for receipt of supply of Embedded Network Connection Services ([insert]**) numbered 13 in the Plan**

17.1 Grant of easement

The Grantee and its Authorised Users:

- (a) may use the Easement Site to connect the Lot Benefited to the Embedded Network in accordance with an Embedded Network Connection Services Agreement but only within the Easement Site and in a manner which does not detrimentally interfere with the use of the Lot Burdened; and
- (b) may do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, replacing, repairing or maintaining pipes, structures and equipment within the Easement Site.

17.2 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) ensure that all work is done properly and in accordance with the requirements of any Government Agency (if relevant);
- (b) cause as little inconvenience as practicable to the Grantor or any Occupiers of a Lot Burdened;
- (c) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (d) if any damage is caused:
 - (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and

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- (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage); and
- (e) not interfere with the structural integrity of any buildings or infrastructure located on the Lot Burdened without the prior written consent of the Grantor which consent must not be unreasonably withheld.

18 Terms of easement for services variable width ([insert]) numbered 14 in the Plan

18.1 Grant

An easement for services in the terms of section 196L of the Act is created in respect of all wires, cables, conduits, equipment and other structures and things relating to Services and drainage (as defined in section 196L) which pass through or are situated in the Lot Burdened and service the Lot Benefited as at the date of registration of this instrument.

18.2 Variations to Conveyancing Act provisions

The provisions of Schedule 8B of the Act are varied as follows:

- (a) except in an emergency, a Grantee and its Authorised Users must give the Grantor or its nominee at least 48 hours' notice of their intention to enter the Lot Burdened;
- (b) if required by the Grantor, when exercising rights or complying with obligations a Grantee and its Authorised Users must be accompanied by and comply with the directions of the Grantor (or that owner's nominee);
- (c) in an emergency, a Grantee and its Authorised Users must give the Grantor notice of access to the Lot Burdened as soon as practicable;
- (d) a Grantee and its Authorised Users must not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Grantor or the occupant of the Lot Burdened (except in an emergency);
- (e) except where prior arrangements have been made with the Grantor or in an emergency, the Grantee and its Authorised Users must not disrupt any Service to the Lot Burdened in circumstances where the Grantor or occupant of the Lot Burdened may suffer interruption to the business or commercial activities lawfully conducted on the Lot Burdened; and
- (f) except as provided for in clause 18.3 ("Attachments of a minor nature"), the Grantee and its Authorised Users must not carry out any works to the structure of any buildings and infrastructure located on the Lot Burdened unless:
 - (i) the Grantor gives its approval to the works proposed to be carried out (which approval must not be unreasonably withheld or delayed);

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- (ii) the Grantee, at its own cost, consults with a structural engineer or services engineer (as applicable) nominated by the Grantor; and
- (iii) the Grantee ensures that the recommendations of the structural engineer or services engineer are carried out.

18.3 Attachments of a minor nature

Clause 18.2(f) does not apply to attachments of a minor nature that do not affect the structural integrity of the building, Shared Facilities or infrastructure located on the Lot Burdened (for example, attaching a pipe to existing Services).

18.4 Making rules

Subject to clause 4.2 ("Requirements about making rules"), the Grantor may make reasonable rules about the use of the Lot Burdened by the Grantee and its Authorised Users under this easement.

18.5 Additional requirements when exercising rights

When exercising its rights or complying with obligations under this easement, the Grantee and its Authorised Users must:

- (a) ensure that each person undertaking any work under this easement at the request of a Grantee or an Authorised User has:
 - (i) current public liability insurance coverage for an appropriate level of coverage having regard to the nature of rights being exercised or the obligations being undertaken;
 - (ii) current workers compensation coverage;
 - (iii) provided to the Grantor or the relevant Authorised User an approved safe work method statement;
 - (iv) any other insurances as are reasonable under the prevailing circumstances from time to time; and
 - (v) provided to the Grantor copies of the policies of insurance for public liability coverage, workers compensation coverage and other policies of insurance reasonable under the prevailing circumstances from time to time;
- (b) ensure that any person carrying out works on Services on their behalf is qualified or licensed (if a licence is required at law) to do those works;
- (c) ensure that all work is:
 - (i) done properly and in accordance with requirements of Government Agencies (if applicable); and
 - (ii) completed as quickly as practicable;

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- (d) repair damage which they cause to a Service owned by the Grantor located in the Lot Burdened;
- (e) restore the Lot Burdened as nearly as practicable to its former condition;
- (f) make good any collateral damage;
- (g) comply with any rules made by the Grantor in accordance with clause 18.4 ("Making Rules") and any relevant requirements under the Building Management Statement; and
- (h) not interfere with the structural integrity of the building or any infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.

18.6 Effect of a subdivision

If a Strata Plan subdividing any Lot Burdened is registered resulting in the creation of an easement for services under section 107 of the Development Act:

- (a) the provisions of Schedule 5 of the Development Act are varied as set out in clause 18.2 of this easement; and
- (b) if there is an inconsistency between the terms of this easement and the easement created under section 107 of the Development Act, then to the extent of that inconsistency the terms of the easement under section 107 of the Development Act apply.

18.7 Maintaining Services

Subject to any contrary requirements under a Building Management Statement, the Grantee must maintain its own Services.

18.8 Additional Obligations:

The Grantee:

- (a) acknowledges that some of the Services under this easement are being used in common with the Grantor;
- (b) must not interfere with any of the Services for the Lot Burdened located within the Easement Site from time to time; and
- (c) agrees that nothing in this clause 18 restricts the right for the Grantor to install, construct, lay or place wires, cables, conduits, equipment and other structures and things relating to Services and drainage (as defined in section 196L of the Act) within the Lot Burdened, whether or not those wires, cables, conduits, equipment and other structures and things relating to Services and drainage service a Lot Benefited, provided that the wires, cables, conduits, equipment and other structures and things relating to Services and drainage do not interfere with any Service that services the Lot Benefited.

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**19 Terms of easement for support and shelter variable width
([insert]) numbered 15 in the Plan**

19.1 Grant

- (a) The owner of the freehold of the Lot Burdened grants the Grantee and its Authorised Users an easement for subjacent and lateral support and shelter in any direction of those parts of the building or other improvements now or in the future erected or constructed on the Lot Benefited (which must, where applicable, be erected or constructed on the Lot Benefited in compliance with the Long Term Lease granted in respect of the Lot Benefited) by those parts of the Lot Burdened and any structures erected or constructed on the Lot Burdened:
 - (i) as are capable of affording or reasonably intended to provide that support and shelter; and
 - (ii) which actually provide that support and shelter (whether now or in the future).
- (b) Subject to clause 19.2, the Grantee and its Authorised Users may enter and remain on the Lot Burdened for the purposes of inspecting, constructing, repairing, maintaining or renewing any support and shelter to the Lot Benefited located on the Lot Burdened.

19.2 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) comply with the relevant provisions, relating to those rights under this easement, of the Long Term Lease granted in respect of the Lot Benefited;
- (b) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (c) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (d) if any damage is caused:
 - (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage); and
- (e) except in an emergency, give the Grantor reasonable notice of its intention to enter the Lot Burdened.

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20 Terms of easement for emergency egress purposes variable width ([insert]) numbered 16 in the Plan

20.1 Grant

The owner of the freehold of the Lot Burdened grants the Grantee and its Authorised Users the right to enter and pass through those parts of the Lot Burdened required for the purpose of evacuating the Lot Benefited in an emergency or for fire drill purposes.

20.2 Requirements when exercising rights

When exercising rights and complying with obligations under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened; and
- (c) if any damage is caused:
 - (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage).

21 Terms of easement for access variable width ([insert]) numbered 17 in the Plan

21.1 Grant of easement

The owner of the freehold of the Lot Burdened grants the Grantee and its Authorised Users:

- (a) the right to at any time enter, pass and repass by foot, bicycles or vehicles over the trafficable surfaces and driveways within the Easement Site in order to access the Lot Benefited; and
- (b) the right on foot, with wheelchairs and other disabled access aids to enter, pass and repass over any part of carpark of the Easement Site (including walkways, stairs and lifts) for the purposes of accessing Shared Facilities which the Grantee is entitled to use under the Building Management Statement.

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Plan: Subdivision of **[insert]** and Easements within **[insert]**
Covered by Subdivision Certificate No. []
Dated:

21.2 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) if any damage is caused:
 - (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (d) comply with any rules about the use of the Easement Site made by the Grantor in accordance with the Building Management Statement.

21.3 Access to the Easement Site

The Grantee acknowledges and agrees that access to the car park within the Lot Burdened may be regulated by security devices (including but not limited to proximity access cards). The Grantor agrees to provide the Grantee and its Authorised Users with security access devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise rights and comply with obligations under this easement.

22 Terms of easement for services variable width ([insert]**) numbered 18 in the Plan**

22.1 Grant

- (a) For the purposes of this easement, **Relevant Services** means mechanical ventilation and natural ventilation relating to kitchen exhausts and toilet ventilation and including wires, ducts, cables, conduits, tracks, pipes, risers, equipment and other structures and things relating to those services.
- (b) Subject to the terms of this easement, an easement for services in the terms of section 196L of the Act is created in respect of all Relevant Services which pass through or are situated in the Easement Site and service the Lot Benefited.

22.2 Variations to Conveyancing Act provisions

The provisions of Schedule 8B of the Act are varied as follows:

- (a) except in an emergency, a Grantee and its Authorised Users must give the Grantor or its nominee at least 48 hours' notice of their intention to enter the Lot Burdened;

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Subdivision of **[insert]** and Easements within **[insert]**
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Dated:

- (b) if required by the Grantor, when exercising rights or complying with obligations a Grantee and its Authorised Users must be accompanied by and comply with the directions of the Grantor (or that Grantor's nominee);
- (c) in an emergency, a Grantee and its Authorised Users must give the Grantor notice of access to the Lot Burdened as soon as practicable;
- (d) a Grantee and its Authorised Users must not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Grantor or the occupant of the Lot Burdened (except in an emergency);
- (e) except where prior arrangements have been made with the Grantor or in an emergency, the Grantee and its Authorised Users must not disrupt any Service to the Lot Burdened in circumstances where the Grantor or occupant of the Lot Burdened may suffer interruption to the business or commercial activities lawfully conducted on the Lot Burdened; and
- (f) except as provided for in clause 22.3, the Grantee and its Authorised Users must not carry out any works to the structure of any buildings and infrastructure located on the Lot Burdened unless:
 - (i) the Grantor gives its approval to the works proposed to be carried out (which approval must not be unreasonably withheld or delayed);
 - (ii) the Grantee, at its own cost, consults with a structural engineer or services engineer (as applicable) nominated by the Grantor;
 - (iii) the Grantee ensures that the recommendations of the structural engineer or services engineer are carried out; and
 - (iv) to the extent relevant the Grantee complies with clause 22.5.

22.3 Attachments of a minor nature

Clause 22.2(f) does not apply to attachments of a minor nature that do not affect the structural integrity of the building, Shared Facilities or infrastructure located on the Lot Burdened.

22.4 Making rules

Subject to clause 4.2 ("Requirements about making rules"), the Grantor may make reasonable rules about the use of the Lot Burdened by the Grantee and its Authorised Users under this easement.

22.5 Installation of plant and equipment

- (a) If the Grantee wishes to install any plant and equipment for extraction purposes (**Plant**) on the rooftop of a building erected on the Lot Burdened (**Rooftop Area**), the Grantee and its Authorised Users must first seek prior written approval from the Grantor.
- (b) If the Grantee seeks the Grantor's prior written approval under clause 22.5(a), then the Grantor must:

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- (i) not unreasonably withhold or delay its approval to; and
- (ii) (if approval is granted) identify an appropriate and reasonable location for, the installation of the Plant on the Rooftop Area, having regard to:
 - (iii) whether the Plant is reasonably necessary for the intended use of the Relevant Services;
 - (iv) any other existing or proposed plant and equipment located on the Rooftop Area at the time; and
 - (v) the manner in which the Plant is designed to operate in connection with the Relevant Services.
- (c) If the Grantor gives its approval under clause 22.5(b), the Grantee must comply with the determination of the Grantor under clause 22.5(b)(ii) in respect of an appropriate and reasonable location for the installation of the Plant on the Rooftop Area.

22.6 Additional requirements when exercising rights

When exercising its rights or complying with obligations under this easement, the Grantee and its Authorised Users must:

- (a) ensure that each person undertaking any work under this easement at the request of a Grantee or an Authorised User has:
 - (i) current public liability insurance coverage of an appropriate level of coverage having regard to the nature of rights being exercised or the obligations being undertaken;
 - (ii) current workers compensation coverage;
 - (iii) provided to the Grantor or the relevant Authorised User an approved safe work method statement;
 - (iv) any other insurances as are reasonable under the prevailing circumstances from time to time; and
 - (v) provided to the Grantor copies of the policies of insurance for public liability coverage, workers compensation coverage and other policies of insurance reasonable under the prevailing circumstances from time to time;
- (b) ensure that any person carrying out works on the Relevant Services on their behalf is qualified or licensed (if a licence is required at law) to do those works;
- (c) ensure that all work is:
 - (i) done properly and in accordance with requirements of Authorities (if applicable); and

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Subdivision of **[insert]** and Easements within **[insert]**
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- (ii) completed as quickly as practicable;
- (d) repair damage which they cause to a Service owned by the Grantor located in the Lot Burdened;
- (e) restore the Lot Burdened as nearly as practicable to its former condition;
- (f) make good any collateral damage;
- (g) comply with any rules made by the Grantor in accordance with clause 22.4 ("Making rules") and any relevant requirements under the Building Management Statement; and
- (h) not interfere with the structural integrity of the building or any infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.

22.7 Effect of a subdivision

If a Strata Plan subdividing any Lot Burdened is registered resulting in the creation of an easement for services under section 107 of the Development Act:

- (a) the provisions of Schedule 5 of the Development Act are varied as set out in clause 22.2; and
- (b) if there is an inconsistency between the terms of this easement and the easement created under section 107 of the Development Act, then to the extent of that inconsistency the terms of the easement under section 107 of the Development Act apply.

22.8 Maintaining Services

Subject to any contrary requirements under a Building Management Statement, the Grantee must maintain the Relevant Services and ensure that no noxious or offensive gases or air escapes from the Relevant Services located within the building located on the Lot Burdened.

22.9 Additional Obligations:

The Grantee:

- (a) must not interfere with any of the Services for the Lot Burdened located within the Easement Site from time to time; and
- (b) agrees that nothing in this clause 22 restricts the right for the Grantor to install, construct, lay or place wires, cables, conduits, equipment and other structures and things relating to Services and drainage (as defined in section 196L of the Act) within the Lot Burdened, whether or not those wires, cables, conduits, equipment and other structures and things relating to Services and drainage service a Lot Benefited, provided that the wires, cables, conduits, equipment and other structures and things relating to Services and drainage do not interfere with any Service that services the Lot Benefited.

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
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Dated:

23 Terms of positive covenant numbered 19 in the Plan

23.1 Positive covenant

- (a) This positive covenant applies when Infrastructure NSW intends to dedicate land burdened by the easement for:
- (i) pedestrian access numbered 1 in the Plan; or
 - (ii) vehicular access numbered 2 in the Plan; or
 - (iii) drainage of stormwater numbered 3 in the Plan; or
 - (iv) overhanging awnings numbered 5 in the Plan; or
 - (v) light and air numbered 6 in the Plan; or
 - (vi) maintenance numbered 7 in the Plan,
- in accordance with the terms of the relevant easement.
- (b) The Grantee of the relevant easement referred to in clause 23.1(a) must as soon as reasonably practicable after a written request from Infrastructure NSW, and at the reasonable cost of Infrastructure NSW provide all reasonable assistance to Infrastructure NSW (including signing all relevant documents) to allow for or facilitate a dedication contemplated by clause 23.1(a). This may include the creation of additional easements, positive covenants and restrictions over a part of a Lot Burdened which are reasonably required by the Authority as a condition of the dedication.
- (c) Nothing in this positive covenant is intended to limit the operation of clause 5.6, clause 6.6, clause 7.7, clause 9.5, clause 10.5 or clause 11.5 of this instrument, as applicable.

23.2 Name of person empowered to release, vary or modify restriction or positive covenant numbered 19 in the plan.

Infrastructure NSW, in respect of any release.

Infrastructure NSW and the Grantors of this positive covenant in respect of any variation or modification.

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Plan:

Subdivision of *[insert]* and Easements within *[insert]*
Covered by Subdivision Certificate No. []
Dated:

24 Terms of Easement for Public Access (*[For colonnade or public walkway areas]*) (*[insert]*) variable width numbered 20 in the plan

24.1 Grant

Subject to the provisions of this easement, the owner of the freehold of the Lot Burdened grants to the Grantee, its Authorised Users and all members of the public, an unrestricted right to pass and repass over the Easement Site on the Lot Burdened:

- (a) on foot;
- (b) with wheelchairs and other disabled access aids; and
- (c) with or without materials, tools and equipment.

24.2 Prohibitions

The Grantor must not obstruct the use of the Easement Site in accordance with clause 24.1.

24.3 Limitations on Easement Site

Despite any other provision of this clause 24, the rights and obligations of the Grantee and the Grantor under this easement:

- (a) do not commence in respect of a part of the Easement Site unless and until that part of the Easement Site is the subject of an interim or final occupation certificate under the *Environmental Planning and Assessment Act 1979* (NSW) in respect of the works that are or are intended to be undertaken on the relevant part of the Easement Site; and
- (b) do not apply in respect of a part of the Easement Site and are suspended for any period during which the Grantor considers acting reasonably that access to that part of the Easement Site would be unsafe.

24.4 Release of easement on dedication as public reserve or public road

If any part of the Easement Site is dedicated as a public road (to any Roads Authority, including to Infrastructure NSW in its capacity as a Roads Authority) or public reserve to Council, then as and from the date of dedication:

- (a) subject to rights of access equivalent to the rights under this easement being created upon the dedication to the relevant Roads Authority or Council (whether by declaration, regulation or statutory operation), this easement will cease to have effect in respect of the part of the Easement Site the subject of the dedication;
- (b) the owner of the freehold of the Lot Burdened will be entitled to have this easement and notation for this easement removed from the title to the Lots Burdened in respect of the part of the Easement Site the subject of the dedication; and

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- (c) the owner of the freehold of the Lot Burdened and the Grantee must, as soon as reasonably practicable, do all things and sign all documents necessary to remove this easement from the title to the part of the Lot Burdened as referred to in clause 24.4(b), including signing any plans, requests or other dealings and producing certificates of title at NSW Land Registry Services as required for registration.

The owner of the freehold of the Lot Burdened and Grantee must at all times ensure that this easement remains in effect and registered on the title to the Lot Burdened in respect of the remainder of the Easement Site to which clause 24.4(a) does not apply.

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Plan:

Subdivision of **[insert]** and Easements within **[insert]**
Covered by Subdivision Certificate No. []
Dated:

Signing Page

Certified correct for the purposes of the Real Property Act 1900

SIGNED on behalf
of **Infrastructure NSW** in the presence
of:

)
)
)
)
)

.....
Signature of witness

.....
Name of witness (block letters)

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Signature of Authorised Officer

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Name of Authorised Officer (block letters)