



1 October 2014

Simeon McGovern / Mark Girgis
UrbanGrowth NSW
Level 14, 60 Station Street
PARRAMATTA NSW 2150

1 Homebush Bay Drive
Building C, Level 3
Rhodes NSW 2138

02 9767 2000

PO Box 3307
Rhodes NSW 2138

australand.com.au

Dear Simeon / Mark

RE: LOCATION OF PROPOSED FOOTBRIDGE AT 1-17 DELHI ROAD, NORTH RYDE

Australand has reviewed the proposed footbridge location and its single landing point as documented in UrbanGrowth's SSD 5093 – M2 Site Application.

We are fully supportive of this single landing point as being the most logical pedestrian link to access the station from both the M2 site and also for residents and business park users to also gain direct access across to the M2 site.

The site constraints of having another link to the south of this site (on what will become privately owned land upon Australand settling in mid 2015) is not viable in many fronts as follows:

1. Easements

Significant easements transverse this southern area which require authorities to access the site at all times with large vehicles. There is also an easement for fire fighting services which also must be maintained at all times.

2. Contours

There is a significant fall from Delhi Road running to the south of the site of around 10m. This would in itself make for extremely difficult and uninviting pedestrian access to this area, which a number of ramps and landings that cannot be built due to the points raised above with the requirements for easements and access.

3. Acoustics

This area abuts the existing ventilation discharge point for the North Ryde Station. This operates around the clock and is extremely noisy and prohibits any person from having a conversation within proximity of the ventilation discharge point.

4. Amenity

Extensive traffic noise bounds this southern area further expanding the poor amenity of this location.

5. Ryde Council

Australand has met the senior planners from Ryde Council to explain all the site constraints, this included a site visit. Council planners supported our view that the southern corner of 1-17 Delhi Road was constrained with all the matters we have noted above and supported that the most appropriate and optimum urban design outcome for the footbridge was one connection to Delhi Road.



Australand has undertaken a detailed review of all the site constraints, with numerous meetings held with Ryde Council, TfNSW and Sydney Trains and we have progressed our design based on these authority inputs which is consistent with what Urban Growth are proposing for the footbridge.

We trust that the Department of Planning and Environment will support and approve of the footbridge location as per your application.

Regards
Australand Holdings Limited

A handwritten signature in black ink, appearing to read "Tony Pizzolato", is written in a cursive style. The signature is positioned in the center of the page, below the typed name.

Tony Pizzolato
Development Director New Business

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 4/1131774

SEARCH DATE	TIME	EDITION NO	DATE
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31/10/2013	3:43 PM	3	29/10/2013

LAND

LOT 4 IN DEPOSITED PLAN 1131774
 AT NORTH RYDE
 LOCAL GOVERNMENT AREA RYDE
 PARISH OF HUNTERS HILL COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP1131774

FIRST SCHEDULE

LANDCOM (T AH851786)

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP863893 RIGHT OF WAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP863893 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP863893 EASEMENT FOR DOMESTIC AND FIRE WATER SUPPLY 1 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1131774
- 6 DP1131774 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1131774 EASEMENT FOR ACCESS RIGHT 4.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1131774 EASEMENT FOR ACCESS RIGHT 4.5 METRE(S) WIDE UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL55.00 AHD AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 AE570381 EASEMENT FOR LIGHT AND VENTILATION AFFECTING THE PART DESIGNATED (A) AND (A1) IN DP1131774
- 10 DP1187161 EASEMENT FOR FUTURE STATION WORKS 10 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1187161
- 11 DP1187161 EASEMENT FOR CONSTRUCTION, PUBLIC ACCESS AND MAINTENANCE 12 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1187161
- 12 DP1187161 EASEMENT FOR ACCESS RIGHT 4.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1187161
- 13 DP1187161 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 4/1131774

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SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

- 14 DP1187161 EASEMENT FOR NOISE, VIBRATION AND ELECTRYSIS
AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 15 DP1187161 EASEMENT FOR DRAINAGE WORKS AFFECTING THE WHOLE OF THE
LAND ABOVE DESCRIBED
- 16 DP1187161 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE
S.88B INSTRUMENT

NOTATIONS

9193985 NOTE: ACQUIRED FOR THE PURPOSES OF THE STATE RAIL AUTHORITY,
TRANSPORT ADMINISTRATION ACT. 1988 GAZ.22.11.2002 FOL.9959
DP1044885 NOTE: PLAN OF PROPOSED ACQUISITION FOR RAILWAY CONSTRUCTION
UNREGISTERED DEALINGS: NIL

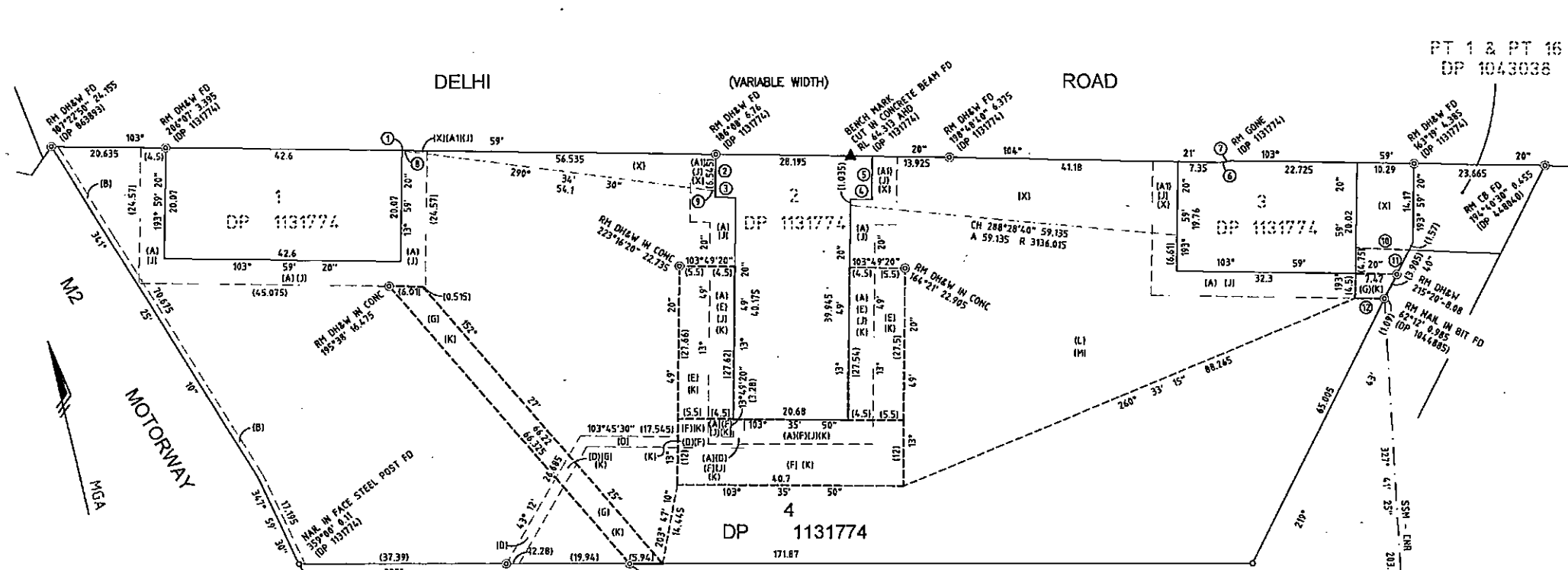
*** END OF SEARCH ***

PRINTED ON 31/10/2013

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.



- SCHEDULE OF EASEMENTS**
- (A) EASEMENT FOR ACCESS RIGHT 4.5 WIDE (DP 1131774)
 - (A1) EASEMENT FOR ACCESS RIGHT 4.5 WIDE UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 55.0 (AHD) (DP 1131774)
 - (B) EASEMENT FOR DOMESTIC & FIRE WATER SUPPLY 1 WIDE (DP 863893)
 - (D) EASEMENT TO DRAIN WATER 2 WIDE (DP 1131774)
 - (E) EASEMENT FOR FUTURE STATION WORKS 10 WIDE
 - (F) EASEMENT FOR CONSTRUCTION, PUBLIC ACCESS AND MAINTENANCE 12 WIDE
 - (G) EASEMENT FOR ACCESS RIGHT 4.5 WIDE
 - (J) EASEMENT FOR LIGHT AND VENTILATION (AE 570381)
 - (K) PUBLIC POSITIVE COVENANT
 - (L) EASEMENT FOR NOISE, VIBRATION & ELECTROLYSIS (WHOLE OF LOT)
 - (M) EASEMENT FOR DRAINAGE WORKS (WHOLE OF LOT)

STRATH STATEMENTS
 PARTS OF LOT 4 DENOTED (X) ARE LIMITED IN DEPTH TO RL 55.00 AHD AND UNLIMITED IN HEIGHT (VIDE DP 1131774)



NUMBER	BEARING	DISTANCE	ARC	RADIUS
1	103°59'20"	0.14		
2	193°59'20"	7.675		
3	103°49'20"	3.64		
4	103°49'20"	3.87		
5	13°53'	7.74		
6	98°40'	1.295	1.295	6.53
7	92°59'	0.955		
8	113°26'	1.26		
9	109°28'40"	1.62	1.62	3136.015
10	105°42'15"	9.61		
11	219°43'48"	(4.925)		
12	103°59'20"	5.3		

MARK	MGA EASTING	MGA NORTHING	CLASS	ORDER	METHOD	ORIGIN	AHD	CLASS	ORDER	ORIGIN
SSM 102259	327 830.294	6 258 861.342	C	3	SCIMS	SCIMS	58.654	LD	L4	SCIMS
SSM 114462	327 747.136	6 258 862.593	C	3	SCIMS	SCIMS	55.054	LD	L4	SCIMS
SSM 102266	327 873.685	6 258 766.060	B	2	SCIMS	SCIMS	55.341	B	2	SCIMS
BH FOUND	327 626	6 259 071			APPROX.		64.313			SURVEY

COMBINED SCALE FACTOR = 0.999956 ZONE 56
 SOURCE: M.G.A. CO-ORDINATES AND SCALE FACTOR ADOPTED FROM SCIMS ON THE 3RD DECEMBER 2012

Surveyor: DAVID WALLACE FAIRLIE	PLAN OF EASEMENTS WITHIN LOT 4 IN DP 1131774	L.G.A.: RYDE	Registered: 27.9.2013	DP1187161
Date of Survey: 21 NOVEMBER 2012		Locality: NORTH RYDE		
Surveyor's Ref: H358-DP1		Subdivision No:		
(CAD REF: H358-DP-2011-042)		Longitude and latitude Recorder Ref: 800		

Req:R487946 /Doc:DP 1187161 P /Rev:17-Sep-2013 /Sta:SC.OK /Prt:31-Oct-2013 15:43 /Pgs:ALL /Seq:1 of 4
 Ref: /Src:U


DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<p>Registered:  27.9.2013</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENTS</p>	<p style="text-align: right;">Office Use Only</p> <div style="text-align: center;">  DP1187161 S </div> <p style="text-align: right;">Only</p>	
<p>PLAN OF EASEMENTS WITHIN LOT 4 IN DP1131774</p>	<p>LGA: RYDE</p> <p>Locality: NORTH RYDE</p> <p>Parish: HUNTERS HILL</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, DAVID WALLACE FAIRLIE of WHELANS INSITES, DX 288 SYDNEY a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 21st NOVEMBER 2012</p> <p>*(b) The part of the land shown in the plan ("being" excluding EASEMENTS was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, 21.11.2012 the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature: <i>DFairlie</i> Dated: 28-6-13</p> <p>Surveyor ID: 1007.....</p> <p>Datum Line: X - Y</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through If inapplicable.</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR FUTURE STATION WORKS 10 WIDE 2. EASEMENT FOR CONSTRUCTION, PUBLIC ACCESS AND MAINTENANCE 12 WIDE 3. EASEMENT FOR ACCESS RIGHT 4.5 WIDE (CONTUNUED SEE SHEET 2) 	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation:</p> <p>DP1131774</p> <p>DP448040</p> <p>DP863893</p> <p>DP1044885</p> <p style="text-align: right;">If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: H358-DP1</p>	

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only
Registered:  27.9.2013

DP1187161

PLAN OF EASEMENTS WITHIN LOT 4 IN
DP1131774

- This sheet contains:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:
Date of Endorsement:


4. PUBLIC POSITIVE COVENANT
5. EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS (WHOLE OF LOT)
6. EASEMENT FOR DRAINAGE WORKS (WHOLE OF LOT)
7. PUBLIC POSITIVE COVENANT

Executed for TRANSPORT FOR NSW)
ABN 18 804 239 602 by its authorised delegate)
In the presence of:)


.....
Witness signature

Tamasin Goehardi
.....
Witness name (print)

921 PACIFIC HIGHWAY
.....
Witness address (print) CHATSWOOD
2067


.....
Christopher Deccan Lock
Deputy Director General
Transport Projects

If space is insufficient use additional annexure sheet

Surveyor's Reference: H358-DP1

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  27.9.2013

DP1187161


PLAN OF EASEMENTS WITHIN LOT 4 IN
DP1131774

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of Endorsement:

Executed by Rail Corporation New)
South Wales ABN 59 325 778 353 by)
its authorised delegate in the)
presence of:)



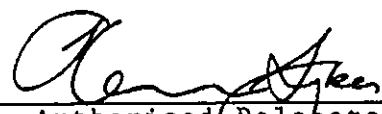
Witness Signature

VIN SINGH

Print Name

Level 9, 477 PITT STREET, SYDNEY

Print Address NSW 2000



Authorised Delegate

KEVIN SYKES

Print Name

GENERAL MANAGER PROPERTY

Capacity of Delegate

Instrument setting out terms of easements or Profits à 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.



DP1187161 B

Plan of Easement within
 Lot 4 Deposited Plan 1131774

Full Name and Address of the Registered Proprietor of the Land:

Transport for NSW
 Level 5, Tower A, Zenith Centre
 821 Pacific Highway
 CHATSWOOD NSW 2067

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1 (E)	Easement for Future Station Works 10 wide.	Lot 4 DP 1131774	Transport for NSW, Rail Corporation New South Wales
2 (F)	Easement for Construction, Public Access and Maintenance 12 wide.	Lot 4 DP 1131774	Transport for NSW, Rail Corporation New South Wales
3 (G)	Easement for Access Right 4.5 wide	Lot 4 DP 1131774	Transport for NSW, Rail Corporation New South Wales
4 (K)	Public Positive Covenant	Part of Lot 4 DP 1131774	Transport for NSW, Rail Corporation New South Wales
5 (L)	Easement for Noise, Vibration and Electrolysis (Whole of Lot)	Lot 4 DP 1131774	Transport for NSW, Rail Corporation New South Wales
6 (M)	Easement for Drainage Works (Whole of Lot)	Lot 4 DP 1131774	Transport for NSW, Rail Corporation New South Wales
7	Public Positive Covenant	Lot 4 DP 1131774	Transport for NSW, Rail Corporation New South Wales

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Plan of Easement within
Lot 4 Deposited Plan 1131774

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PART 2 (Terms)

1. TERMS OF EASEMENT FOR FUTURE STATION WORKS 10 WIDE NUMBERED 1 IN THE PLAN

1.1 Grant of Rights

The Burdened Owner grants to the Prescribed Authority and its Authorised Users the full, free and unimpeded right:

- (a) to go, pass and repass over the Easement Site with or without Equipment and/or Vehicles for the purpose of the carrying out of the Works in connection with Lifts; and
- (b) to make noise, create dust and cause disturbance in connection with the Works and associated activities; and
- (c) to the Public Access,

and for any Works carried out by the Prescribed Authority to remain undisturbed on the Easement Site.

1.2 Definitions and Incorporated Terms

The following apply to this easement:-

- (a) "Easement Site" means the site of this easement indicated "E" on the Plan;
- (b) the Standard Terms in Schedule 1 to this instrument; and
- (c) the definitions specified in the Schedule 2 to this instrument.

1.3 Release, Vary or Modify


A Prescribed Authority and the Burdened Owner may release, vary or modify this easement.

2. TERMS OF EASEMENT FOR CONSTRUCTION, PUBLIC ACCESS AND MAINTENANCE 12 WIDE NUMBERED 2 ON THE PLAN

2.1 Grant of Rights

The Burdened Owner grants to the Prescribed Authority and its Authorised Users the full, free and unimpeded right:

- (a) to go, pass and repass over the Easement Site with or without Equipment or Vehicles for the purpose of the carrying out of the Works in connection with the Lifts and Escalators; and
- (b) to make noise, create dust and cause disturbance in connection with the Works and associated activities; and



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Plan of Easement within
Lot 4 Deposited Plan 1131774

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(c) to the Public Access,

and for any Works carried out by the Prescribed Authority to remain undisturbed on the Easement Site.

2.2 Definitions and Incorporated Terms

The following apply to this easement:-

- (a) "Easement Site" means the site of this easement indicated "F" on the Plan;
- (b) the Standard Terms in Schedule 1 to this instrument; and
- (c) the definitions specified in Schedule 2 to this instrument.

2.3 Release, Vary or Modify

A Prescribed Authority and the Burdened Owner may release, vary or modify this easement.

3. TERMS OF EASEMENT FOR ACCESS RIGHT 4.5 WIDE NUMBERED 3 ON THE PLAN

3.1 Grant of Rights

The Burdened Owner grants to the Prescribed Authority and its Authorised Users the full, free and unimpeded right:

- (a) to go, pass and repass over the Easement Site with or without Equipment and/or Vehicles for the purpose of the carrying out of the Works on the Easement Site or any area in the vicinity of the Easement Site; and
- (b) to make noise, create dust and cause disturbance in connection with the Works and associated activities; and
- (c) to the Public Access,

and for the Works carried out by the Prescribed Authority to remain undisturbed on the Easement Site.

3.2 Relocation of Western Access Way G

Prior to the commencement of the Initial Building Works, the Burdened Owner may notify Transport for NSW that the Burdened Owner has determined that the location of the Western Easement Site would be incompatible with the layout or other criteria for the Burdened Owner's proposed development of the Lot Burdened.

F
AS
B
DL

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Plan of Easement within
Lot 4 Deposited Plan 1131774

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3.3 Alternate Western Access Way G

The Burdened Owner will, when providing any notification pursuant to clause 3.2, provide to Transport for NSW plans, information and materials demonstrating a satisfactory proposed alternate Western Easement Site which must:-

- (a) link from the roadway to be constructed on or in the vicinity of the boundaries of Lot 4 Deposited Plan 1131774 and Lot 2 Deposited Plan 863893 to the area indicated "A" on the southern perimeter of Lot 1 Deposited Plan 1131774;
- (b) be of a width of not less than 4.5 metres;
- (c) permit sufficient turning room for Vehicles for ingress to and egress from the roadway referred to in subclause (a); and
- (d) otherwise comply with the criteria for an Access Way under the terms of this Instrument.

3.4 Parties to co-operate

Subject to clause 3.3, Transport for NSW will act reasonably, co-operatively and diligently in providing its agreement to the Burdened Owner's proposed alternative to the Western Easement Site.

3.5 Amendment to Instrument and Plan

The Burdened Owner and Transport for NSW will, at the cost of the Burdened Owner, do all things necessary to register any release and/or replacement dealings and easement plans to give effect to the agreements made between those parties with respect to the alternate easement site.

3.6 RailCorp

The obligations of Transport for NSW under clause 3.5 will include the obtaining from RailCorp of any consents or other written items as are required from RailCorp to facilitate the registrations referred to in that clause.

3.7 Definitions and Incorporated Terms

The following apply to this easement:-

- (a) "Easement Site" means the site of this easement indicated "G" on the Plan;
- (b) the Standard Terms in Schedule 1 to this instrument; and

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Plan of Easement within
Lot 4 Deposited Plan 1131774

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(c) the definitions specified in Schedule 2 to this instrument.

3.8 Release, Vary or Modify

A Prescribed Authority and the Burdened Owner may release, vary or modify this easement.

4. TERMS OF PUBLIC POSITIVE COVENANT NUMBERED 4 ON THE PLAN

4.1 Burdened Owner obligations

Subject to clause A7 of Schedule 1, the Burdened Owner will at its own cost construct and Maintain Access Ways on the Easement Sites to provide:-

(a) the Public Access; and

(b) to accommodate the passing and repassing across the Easement Sites by the Prescribed Authority and its Authorised Users with or without Vehicles and/or Equipment in connection with carrying out of the Works.

4.2 Section 88E

(a) The obligations in clause 4.1 constitute a public positive covenant for the purposes of section 88E of the *Conveyancing Act 1919* (NSW).

(b) This clause 4 operates as a memorandum for the purpose of section 88E(3) of the *Conveyancing Act 1919* (NSW).

4.3 Definitions

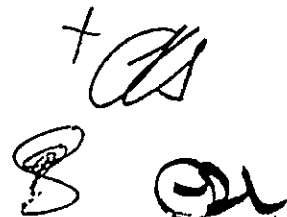
The following definitions apply to this public positive covenant:-

(a) "Easement Sites" means the sites of this public positive covenant indicated "E", "F" and "G" on the plan; and

(b) the definitions specified in the Schedule 2 to this instrument.

4.4 Release, vary and modify

A Prescribed Authority and the Burdened Owner may release, vary or modify this public positive covenant.



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Plan of Easement within
Lot 4 Deposited Plan 1131774

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5. **TERMS OF EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS NUMBERED 5 ON THE PLAN**

5.1 **Terms**

The Burdened Owner grants the full and free right for RailCorp to emit and allow the emission of such noise, vibration, and electrolysis over the Lot Burdened as a result directly of Railway Activities carried on by RailCorp in the Railway Corridor.

5.2 **Release**

The Burdened Owner, users and occupiers of the Burdened Lot, and all entities with an interest in or in connection with the Lot Burdened irrevocably and unconditionally covenant and agree with RailCorp to release RailCorp from, and not to make any claim or demand or commence any action or proceeding (including in nuisance) against RailCorp in relation to any noise, vibration, electrolysis or any other type of interference arising directly or indirectly from Railway Activities on the Railway Corridor.

5.3 **Release, Variation or Modification**

RailCorp is empowered to release, vary or modify this easement for noise, vibration and electrolysis.

5.4 **Assignment**

RailCorp may at any time by written instrument assign any of its rights in this easement to another Government Entity.




5.5 **Definitions**

The definitions in the Schedule to this instrument apply to this easement.

6. **TERMS OF EASEMENT FOR DRAINAGE WORKS NUMBERED 6 IN THE PLAN**

6.1 **Terms**

6.1.1 The Burdened Owner must not allow any person to do any act or thing which allows stormwater, surface run off or drainage to pass over, through or under the Lot Burdened onto the Rail Corridor.

X 
 

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Plan of Easement within
Lot 4 Deposited Plan 1131774

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6.1.2 The Burdened Owner must ensure that all existing and future drainage works on the Lot Burdened will be directed into the appropriate council or water authority approved drainage system.

6.1.3 The reference to existing drainage works in clause 6.1.2 will not include any drainage works constructed prior to 1 July, 2013 but will include modifications to those drainage works made after that date.

6.2 **Release, Variation or Modification**

A Prescribed Authority and the Burdened Owner are empowered to release, vary or modify this easement for drainage works.

6.3 **Assignment**

RailCorp may at any time by written instrument assign any rights of RailCorp in this easement to another Government Entity.

7. **TERMS OF PUBLIC POSITIVE COVENANT NUMBERED 7 IN THE PLAN**

7.1 **Terms**

7.1.1 The Burdened Owner covenants with the Prescribed Authority that it must not commence any Building Work of any nature on the Easement Sites unless it first obtains the written consent of RailCorp.

7.1.2 If RailCorp consents to the Burdened Owner undertaking works on the Easement Sites then:

- (a) the works must be undertaken in accordance with the requirements of the RailCorp (including without limitation in relation to design and construction methodology, Insurance and Maintenance), whether or not such requirements are the subject of a separate agreement between RailCorp and the Burdened Owner;
- (b) the works must be completed at the sole risk and expense of the Burdened Owner; and

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Plan of Easement within
Lot 4 Deposited Plan 1131774

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- (c) the Burdened Owner must effect and keep current the Insurances for the whole of the period during which the works are being undertaken.

7.1.3 Subject to all rights and obligations of RailCorp under Law including but not limited to Law relating to safety of persons or risk to property, RailCorp will act reasonably, diligently and co-operatively in the provisions of its consent pursuant to clause 7.1.1. and imposition of any requirements pursuant to clause 7.1.2(a).

7.1.4 The Burdened Owner will:-

- (a) utilise or deploy such dampening and other protective measures and devices as a prudent owner would utilise or deploy to reduce the impact on the Lot Burdened of any noise, vibration or electrolysis which may emanate from Rail Activities on the Rail Corridor; and
- (b) comply with all Laws relating to construction and activities over or in the vicinity of the Rail Corridor.

7.1.5 The provisions of clause 7.1 constitute a public positive covenant and restrictions on use of land for the purposes of Section 88E of the Conveyancing Act, 1919 (NSW) ("S88E") and clause 7.1 operates as a memorandum for the purpose of S88E.

7.2 Release, Variation or Modification

RailCorp is empowered to release, vary or modify this public positive covenant.

7.3 Assignment

A Prescribed Authority may at any time by written instrument assign any rights of the Prescribed Authority in this public positive covenant to another Government Entity.

7.4 Definitions and Incorporated Terms:

The following apply to this public positive covenant:-

- (a) "Easement Sites" means the sites of the public positive covenant indicated "E", "F" and "G" on the Plan; and
- (b) the definitions specified in Schedule 2 to this instrument.



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Plan of Easement within
Lot 4 Deposited Plan 1131774

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SCHEDULE 1

A.1 Exercise of Rights

In exercising the rights relating to Works, Transport for NSW:

- (a) will ensure that the Works are carried out in compliance with the Law;
- (b) will, except in the case of Emergency when no notice will be required, give prior notice to the Burdened Owner of any Works of more than a minor nature or which may require restriction as to access to the Easement Site or Site Vacation;
- (c) for safety and operational reasons in connection with the Works may temporarily restrict or prohibit access to the Easement Site or require Site Vacation;
- (d) will cause as little disturbance to the Burdened Owner as is reasonably practicable given the nature and extent of the Works;
- (e) will use all reasonable efforts to maintain any Works, including maintaining any Lift installed or replaced by the Prescribed Authority within the Easement Site in operational condition;
- (f) following completion of any Works, make good the Easement Site so that it is clean, tidy and accessible; and
- (g) if any part of an Access Way constructed by the Burdened Owner is removed or disturbed for the Works, Transport for NSW will restore the Access Way to a standard relative to its original condition as is reasonably satisfactory to the Burdened Owner.

A.2 No competing rights

The Burdened Owner will not grant or agree to grant any right or interest in the Lot Burdened which would or may have the effect of preventing, restricting, interrupting or disturbing any rights or the exercise of any rights of the Prescribed Authority granted under this easement.

A.3 Burdened Owner maintenance

A.3.1 Owner to maintain

The Burdened Owner will at its own cost construct and Maintain the Access Way on the Easement Site to provide:-

- (a) the Public Access; and

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Plan of Easement within
Lot 4 Deposited Plan 1131774

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- (b) the rights of the Prescribed Authority referred to in clause 1.1 of this easement,

in accordance with all Laws.

A.3.2 Failure to maintain

In the event the Burdened Owner fails to construct and/or Maintain the Access Way in accordance with clause A.3.1, the Prescribed Authority may give written notice to the Burdened Owner of the failure and designate a period within which the failure is to be rectified, which period must be reasonable in the circumstances.

A.3.3 Prescribed Authority may rectify

Should the Burdened Owner fail to comply with the notice referred to in clause A.3.2 within the designated period, the Prescribed Authority may, at the cost of the Burdened Owner, access the Easement Site and carry out any activities as are reasonably required to ensure the Access Way is constructed and/or Maintained as referred to in clause A.3.1.

A.3.4 Notice

Except in the case of Emergency when no notice is required, the Prescribed Authority will give reasonable notice to the Burdened Owner before the Prescribed Authority carries out any activities as referred to in clause A.4.3.

A.3.5 No Claim

The Owner will:

- (a) make no Claim or objection; and
(b) indemnify and keep indemnified the Prescribed Authority against any Claim by third parties claiming through the Burdened Owner,

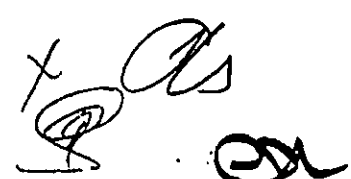
as a consequence of the exercise of the Prescribed Authority's rights under clause A.3.3.

A.4 Risk, Release, Indemnity and Claims

A.4.1 Release

The Prescribed Authority and its Authorised Users:

- (a) entering the Easement Site pursuant to the rights granted by this easement do so at their own risk; and



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Plan of Easement within
Lot 4 Deposited Plan 1131774

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- (b) to the extent permitted by Law, release the Burdened Owner and its Authorised Users from all Claims which may arise in respect of any loss of or damage to property or death or injury to any person entering upon the Easement Site pursuant to this easement.

A.4.2 Indemnity

The Prescribed Authority exercising the rights under this easement indemnifies the Burdened Owner at all times against any Claim arising from any loss or damage to property or injury or death caused or contributed to by or arising from the:

- (a) exercise of rights by the Prescribed Authority or its Authorised User under this easement;
- (b) Prescribed Authority's or its Authorised User's act or negligence;
- (c) the Works; and
- (d) Lifts and Escalators.

A.4.3 Limitations

The assumption of risk by and the releases and indemnities of the Prescribed Authority referred to in clauses A.4.1 and A.4.2 respectively do not apply to the extent that any loss to or damage to property or death of or injury to any person was caused or contributed to by the Burdened Owner or its Authorised Users.

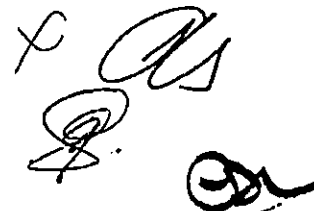
A.5 Assignment

A Prescribed Authority may at any time by written instrument assign any rights and/or obligations of the Prescribed Authority under this easement to any other Government Entity.

A.6 Delays in Exercise

The Burdened Owner acknowledges and agrees that:-

- (a) some of the rights granted to the Prescribed Authority in this easement may not be exercised by the Prescribed Authority for significant intervals of time and that no Claim will be made by the Burdened Owner with respect to, on the basis of or in connection with any period that rights are not exercised by the Prescribed Authority; and
- (b) the rights under this easement may be exercised by a Prescribed Authority from time to time and on more than one occasion.



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Plan of Easement within
Lot 4 Deposited Plan 1131774

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A.7 Postponement of Access Way construction

Despite anything to the contrary in this instrument, the Burdened Owner will not be required to construct any Access Way until Initial Building Works are commenced on the Lot Burdened at which time:-

- (a) the construction of the Access Ways as required in an easement or public positive covenant in this instrument will be carried out by the Burdened Owner contemporaneously with the Initial Building Works; and
- (b) the obligations of the Burdened Owner to provide the Public Access will become operative.

A.8 Height Variation

- (a) Prior to the commencement of any Initial Building Works, the Burdened Owner may notify Transport for NSW in writing that the Burdened Owner requests that the upper height level of the Easement Site as specified in the plan be reduced to accommodate the Initial Building Works.
- (b) The Burdened Owner will provide information, plans and other materials as are requested by Transport for NSW to facilitate its consideration of the Burdened Owners request in subclause (a).
- (c) Transport for NSW will act reasonably, co-operatively and diligently in making its determination to reduce the height level of the Easement Site subject to the requirements of Transport for NSW for its future Works.
- (d) If agreement is reached between the Burdened Owner and Transport for NSW for the height level reduction, each party will, at the cost of the Burdened Owner, do all things and sign all plans and documents to facilitate the registration of the change to the Easement Site.

A.9 Transfer to Public Authority

- (a) Following construction of the Access Ways pursuant to this instrument, the Burdened Owner may effect a transfer of the ownership of the Easement Sites to a Public Authority by dedication or by registration of a form of transfer under the Real Property Act, 1900 (NSW).
- (b) Following registration of the transfer of ownership referred to in subclause (a), on the written request of the Burdened Owner, Transport for NSW will at the cost of the Burdened Owner, do all things reasonably required to effect the registration of the extinguishment of this easement.



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Plan of Easement within
Lot 4 Deposited Plan 1131774

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SCHEDULE 2

B.1 Definitions

These meanings, in any form, apply to this instrument:

Access Way means an on grade access way with trafficable surface to accommodate the passage of pedestrians, bicycles, Vehicles and Equipment to be constructed and Maintained by the Burdened Owner on the Easement Site.

Authorised User means a person authorised by a party under this easement including employees, agents, contractors and invitees.

Authority means any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality and any private electricity, telecommunications, gas or other utility company having statutory rights.

Building Work means any demolition, structural improvements or redevelopments, but does not include repairs or maintenance of a general nature.

Burdened Owner means the owner from time to time of the Lot Burdened.

Claim means a claim, suit, action, demand, right, proceeding, litigation, judgment, loss, cost, expense or liability.

Easement Site means the site of the easement or positive covenant on the Lot Burdened as specified in the specific terms for each easement or positive covenant in this instrument.

Equipment includes all necessary tools, implements, apparatus, materials, machinery, vehicles and other items.

Emergency means any circumstances involving a need, for reasons of safety.

Escalators includes escalators and other similar means of transportation for persons and Equipment as constructed by a Prescribed Authority from time to time.

Government Entity means any entity established by New South Wales statute, the functions of which relate in whole or in part to the governance, operation, development, maintenance of public systems or ancillary functions and includes but is not limited to Transport for NSW and RailCorp.

Initial Building Works means the first works to be commenced by any entity other than a Public Authority for the construction of buildings and other structures on the Lot Burdened.

Insurances means such insurance as RailCorp may reasonably require the Burdened Owner to effect and maintain from time to time.

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Plan of Easement within
Lot 4 Deposited Plan 1131774

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Law includes acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and State of New South Wales.

Lifts includes elevators and other similar means of transportation for persons and Equipment as constructed by a Prescribed Authority from time to time.

LPI means Land and Property Information NSW and any successor to it, or any Government Entity performing the same or similar functions relating to the registration of land dealings for New South Wales land.

Lot Burdened means Folio Identifier 4/1131774 or any other title into which that Lot is delineated.

Maintenance includes inspecting, cleaning, maintaining, repairing, renewing, replacing, renovating and upgrading.

Prescribed Authority means Transport for NSW and Rail Corporation New South Wales and their successors and assigns.

Public Access means access to pass and repass over the Easement Site by the Prescribed Authority, its Authorised Users and members of the public by foot, bicycle or other forms of transport permitted by Law on cycleways.

Public Authority means a local government body or an entity established by New South Wales statute, the functions of which include the governance of access ways available to members of the public.

Railway Activities means the establishment, operation, maintenance and expansion of a passenger and freight train railway including:-

- (a) the operation of passenger and freight trains as required from time to time;
- (b) the operation, testing, renewal, repair, maintenance and upgrading of infrastructure facilities necessary or desirable for the efficient operation of passenger and freight trains; and
- (c) the development, maintenance and upgrading of railway stations or access or facilities for the public to access rail stations.

RailCorp means Rail Corporation New South Wales and its successors and assigns including any rail authority for the Rail Corridor.

Rail Corridor means all land which is owned, leased or occupied by a Prescribed Authority which is adjacent or near the Lot Burdened, including:-

- (a) land which is usually separated from public access by an embankment, ditch, cutting, natural feature or fence and includes air space above such land and all earth below; and

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Plan of Easement within
Lot 4 Deposited Plan 1131774

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- (b) any easements, licensed or any beneficial legal interest in land used in relation to the Railway Activities.

Rail Infrastructure Facilities means all structures, Equipment, Service Items and other physical items including Lifts and/or Escalators or other physical forms of transportation of persons and Equipment constructed or installed or to be constructed or installed by a Prescribed Authority or other Government Entity in connection with the Railway Activities.

Service Item means any pipes, cables, wires, conduits, plant, apparatus, poles, supporting columns and any other item located on either the Easement Site or within the Rail Corridor comprised in the provision of services to or the support of the Rail Corridor.

Site Vacation means the full or partial vacation of the Easement Site by the Burdened Owner, all other persons having a right of occupation or access to the Easement Site and all property or other items on or within the Easement Site not brought on to the Easement Site by or on behalf of the Prescribed Authority.

Standard Terms are the terms set out in Schedule 2 to this instrument.

Transport for NSW means Transport for NSW and its successors and assigns.

Vehicles means vehicles having sufficient capacity to carry Equipment and Persons as required by a Prescribed Authority in connection with the conduct of the Works.

Western Easement Site means that part of Easement Site indicated "G" on the Plan excluding the area of located on the eastern boundary of Lot 4 Deposited Plan 1131774.

Works means construction and associated works and maintenance activities relating to Rail Infrastructure Facilities including but not limited to:-

- (a) construction, installation, laying and excavation;
- (b) replacing, redeveloping, upgrading, extending and/or reconfiguring; and
- (c) Maintenance.

B.2 Interpretation

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) Unless stated otherwise, one provision does not limit the effect of another.

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Plan of Easement within
Lot 4 Deposited Plan 1131774

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- (e) A reference to any law or to any provision of any law includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- (f) A reference to conduct includes any omission, statement or undertaking, whether or not in writing.
- (g) A reference to a person includes a reference to the person's executors, administrators, successors, substitutes and assigns.
- (h) 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.
- (i) Headings do not affect the interpretation of the provisions of this instrument.
- (j) If a provision under this instrument is void, unenforceable or illegal, then that provision is severed from that easement or covenant and the remaining provisions of the easement or covenant have full force and effect.

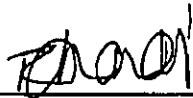


DP1187161

Plan of Easement within
Lot 4 Deposited Plan 1131774

Page 17 of 17

Executed for TRANSPORT FOR NSW)
by its authorised delegate in the)
presence of:)



Witness signature

Tomagin Goehardi

Witness print name

821 PACIFIC HIGHWAY

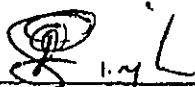
Witness address

CHATSWOOD
2067



Christopher Deccan Lock
Deputy Director General

Executed by Rail Corporation New)
South Wales ABN 59 325 778 353 by)
its authorised delegate in the)
presence of:)



Witness Signature

Vin SINGH

Print Name

LEVEL 9, 477 PITT STREET, SYDNEY NSW

Print Address

2000



Authorised Delegate

KEVIN SYKES

Print Name

GENERAL MANAGER PROPERTY

Capacity of Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO S88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 4 Sheets)

Plan
DP 863893

Subdivision covered by Council's Certificate
No. 5175 of 29/10/1996

PART 1

Full name and address of proprietor of the land Titania Services Pty Ltd
ACN 010 746 273
Level 23, Westfield Towers
100 William Street
Sydney NSW 2011

1. **Identity of easement firstly referred to in the abovementioned plan** Right of way variable width.

Schedule of lots affected

Lot Burdened	Lot Benefited
2	1

2. **Identity of easement secondly referred to in the abovementioned plan** Easement to drain water 2 wide.

Schedule of lots affected

Lot Burdened	Lot Benefited
2	1

3. **Identity of easement thirdly referred to in the abovementioned plan** Easement for domestic and fire water supply 1 wide.

Schedule of lots affected

Lot Burdened	Lot Benefited
1	2

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO S88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 4 Sheets)

Plan: DP 863893

Subdivision covered by Council's Certificate
No. 5175 of 29/10/1996

PART 2

1. Terms of right of way referred to in abovementioned plan.

- (a) Right of carriage way including the right, in the case of emergency situations only, to stop, load, and unload.
- (b) The registered proprietor of the servient tenement:
 - (1) must construct the site of the right of way and maintain, repair and clean the surface of the right of way as necessary in order to keep the site in good condition at all times at its cost;
 - (2) must ensure that the right of way is adequately illuminated at its cost; and
 - (3) must not erect or permit to be erected any gate or fence or other erection of any kind across or otherwise obstruct the right of way.

2. Terms of easement to drain water referred to in abovementioned plan

- (a) Easement to drain water 2 wide.
- (b) The registered proprietor of the servient tenement:
 - (1) must not erect or permit to be erected any building or other erection of any kind on the site of the easement without the prior written consent of the registered proprietor of the dominant tenement;
 - (2) must not do, permit or suffer any act, deed, matter or thing whereby the line of pipes may become injured or damaged or whereby the registered proprietor of the dominant tenement may be prevented from or hampered in laying, inspecting, cleansing, repairing, maintaining or renewing the line of pipes;
 - (3) must not interfere with the free passage and conveyance of water through the line of pipes; and
 - (4) must, if he injures or damages the line of pipes or interferes with the free passage and conveyance of water, as soon as reasonably practicable properly and substantially repair and make good all such injury or damage and restore the free flow and passage of water and do all things necessary or expedient for such purposes at his cost.

3. Terms of easement for domestic and fire water supply referred to in abovementioned plan

- (a) Full and free right for every person who is at any time entitled to an estate or interest in possession in the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO S88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 4 Sheets)

Plan: DP 863 893

Subdivision covered by Council's Certificate
No. 5175 of 29.10.1996

time to time and at all times to convey water for domestic and fire hydrant purposes in any quantities, together with the right to lay, place and maintain a line of pipes of sufficient internal diameter beneath the surface, and together with the right for the registered proprietor of the dominant tenement and every person authorised by him at reasonable times on seven (7) days' written notice, with any tools, implements or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the registered proprietor of the dominant tenement and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the use of the servient tenement by its registered proprietor and every person authorised by him and to the surface of the servient tenement and will immediately make good any damage to the servient tenement or the pipe line to the satisfaction of the registered proprietor of the dominant tenement and restore that surface as nearly as practicable to its original condition.

(b) The registered proprietor of the servient tenement:

- (1) must not erect or permit to be erected any building or other erection of any kind on the site of the easement without the prior written consent of the registered proprietor of the dominant tenement;
- (2) must not do, permit or suffer any act, deed, matter or thing whereby the line of pipes may become injured or damaged or whereby the registered proprietor of the dominant tenement may be prevented from or hampered in laying, inspecting, cleansing, repairing, maintaining or renewing the line of pipes;
- (3) must not interfere with the free passage and conveyance of water through any line of pipes; and
- (4) must, if he injures or damages the line of pipes or interferes with the free passage and conveyance of water, as soon as reasonably practicable properly and substantially repair and make good all such injury or damage and restore the free flow and passage of water and do all things necessary or expedient for such purposes at his cost.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO S88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of 4 Sheets)

Plan: DP 863893

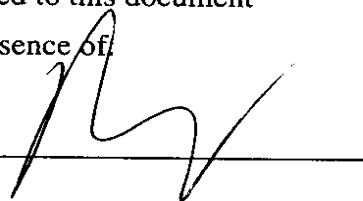
Subdivision covered by Council's Certificate
No. 5175 of 29/10/1996

The COMMON SEAL of
TITANIA SERVICES PTY LTD

was affixed to this document

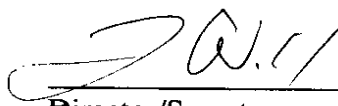
in the presence of

Director



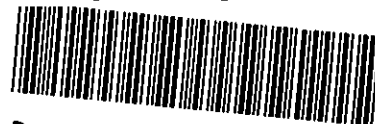
DAVID LOWY
Name (please print)

Director/Secretary



TIMOTHY GERARD WALSH
Name (please print)





DP1131774 B

Instrument setting out terms of easements or profits a prende intended to be created and released and of restrictions on the use of land or positive covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: **DP1131774**

Subdivision of Lot 1 in Deposited Plan 863893.

Full name and address of the owner of the land:

Transport Infrastructure Development Corporation of Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067.

PART 1

1. Identity of easement to be created and firstly referred to in the plan. Easement to Drain Water 2 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots benefited
Lot 4	Lot 2

2. Identity of easement to be created and secondly referred to in the plan. Easement for Access Right 4.5 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots benefited
Lot 4	Lots 1, 2 and 3

3. Identity of easement to be created and thirdly referred to in the plan. Easement for Access Right 4.5 wide unlimited in height and limited in depth to RL55.00 AHD

SCHEDULE OF LOTS ETC AFFECTED


Lots burdened	Lot benefited
Lot 4	Lots 2 and 3

DP1131774

DP1131774 PART 2

1. Terms of easements secondly and thirdly referred to in the plan.
1. In this easement "Authorised Users" means all persons or entities at any time authorised by the owner of the lot benefited.
2. The owner of the lot benefited and its Authorised Users may:
 - (a) by any reasonable means including by vehicle or otherwise pass and repass across each lot burdened, but only within the site of this easement to get to and from any land, structure or destination in the vicinity of the site of this easement; and
 - (b) do anything reasonably necessary for that purpose, including but not limited to:-
 - entering the lot burdened;
 - taking anything on to the lot burdened;
 - carrying out work within the site of this easement, including but not limited to constructing, placing, repairing, maintaining or replacing structures, surfaces or any other item or thing.
3. In exercising the powers in Clause 2, the owner of the lot benefited must:
 - (a) ensure all work is done properly; and
 - (b) cause as little inconvenience as is reasonably practicable to the owner and any occupier of the lot burdened, and
 - (c) cause as little damage as it reasonably practicable to the lot burdened and any improvement on it; and
 - (d) restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.


Signature of witness: 

Name of witness: DONNA WHITE


Address of witness:

TIDC, Level 7, Tower A, Zenith Centre
821-823 Pacific Hwy, Chatswood 2067

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer: 

CHRISTOPHER DECCAN LOCK
Authorised officer's name:

Authority of officer: 

Signing on behalf of Transport Infrastructure Development Corporation



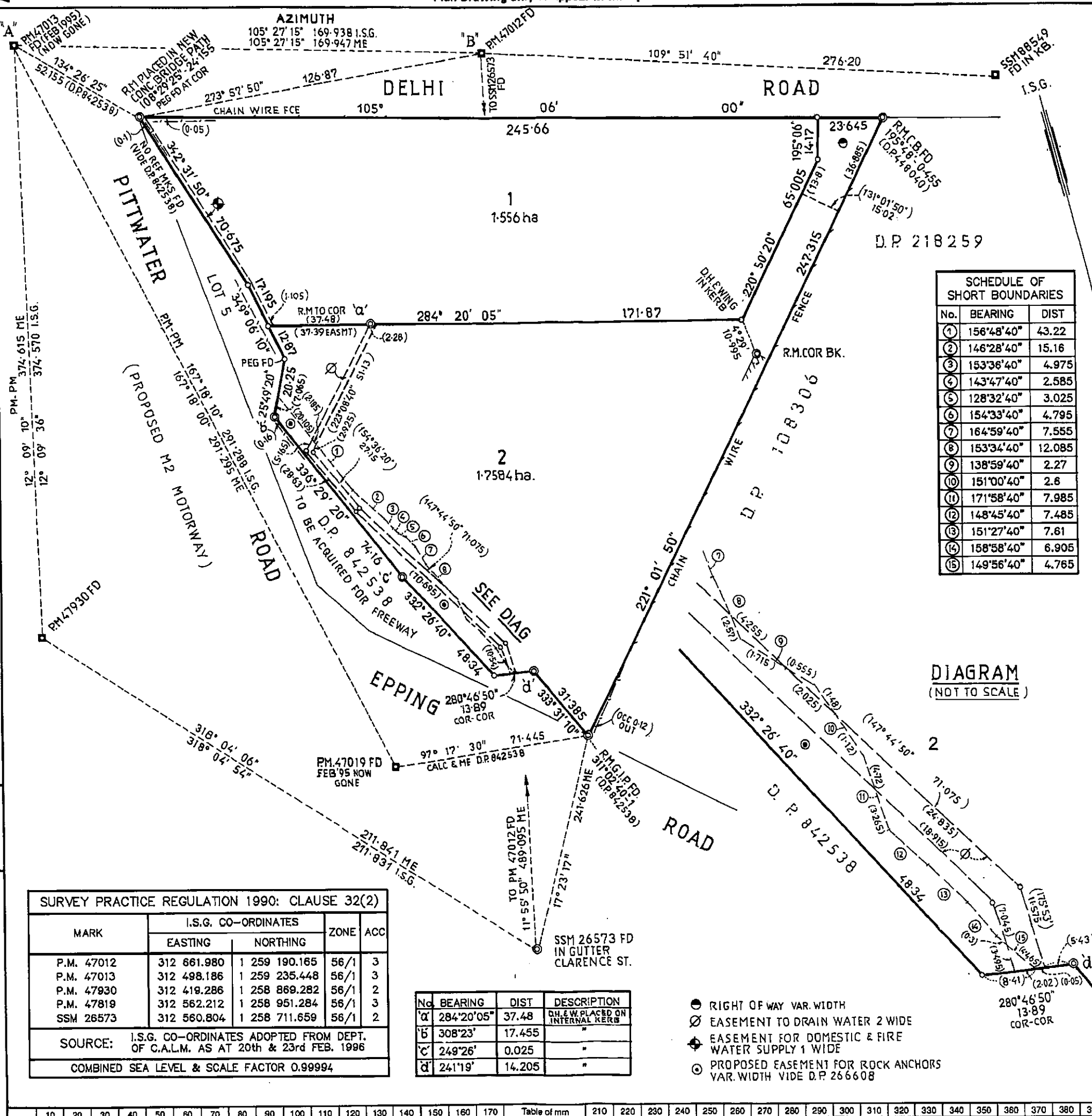
5.12.2008

REGISTERED

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

THE COMMON SEAL OF TITANIA SERVICES Pty Ltd WAS HERETO AFFIXED IN ACCORDANCE WITH ITS ARTICLES OF ASSOCIATION AND IN THE PRESENCE OF:

Director
Secretary



SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DIST
①	156°48'40"	43.22
②	146°28'40"	15.16
③	153°36'40"	4.975
④	143°47'40"	2.585
⑤	128°32'40"	3.025
⑥	154°33'40"	4.795
⑦	164°59'40"	7.555
⑧	153°34'40"	12.085
⑨	138°59'40"	2.27
⑩	151°00'40"	2.8
⑪	171°58'40"	7.985
⑫	148°45'40"	7.485
⑬	151°27'40"	7.61
⑭	158°58'40"	6.905
⑮	149°56'40"	4.765

DIAGRAM (NOT TO SCALE)

SURVEY PRACTICE REGULATION 1990: CLAUSE 32(2)

MARK	I.S.G. CO-ORDINATES		ZONE	ACC
	EASTING	NORTHING		
P.M. 47012	312 661.980	1 259 190.165	56/1	3
P.M. 47013	312 498.186	1 259 235.448	56/1	3
P.M. 47930	312 419.286	1 258 869.282	56/1	2
P.M. 47819	312 562.212	1 258 951.284	56/1	3
SSM 26573	312 560.804	1 258 711.659	56/1	2

SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM DEPT. OF C.A.L.M. AS AT 20th & 23rd FEB. 1996

COMBINED SEA LEVEL & SCALE FACTOR 0.99994

No.	BEARING	DIST	DESCRIPTION
α	284°20'05"	37.48	D.H.E.W. PLACED ON INTERNAL KERB
β	308°23'	17.455	"
γ	249°26'	0.025	"
δ	241°19'	14.205	"

- RIGHT OF WAY VAR. WIDTH
- EASEMENT TO DRAIN WATER 2 WIDE
- ◆ EASEMENT FOR DOMESTIC & FIRE WATER SUPPLY 1 WIDE
- ⊙ PROPOSED EASEMENT FOR ROCK ANCHORS VAR. WIDTH WIDE D.P. 266608

DP 863893

Registered: 4.11.1996

C.A: NO 5175 29-10-96

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U0952-21

Last Plan: DP842538

PLAN OF SUBDIVISION OF LOT 4 IN D.P. 842538

Lengths are in metres. Reduction Ratio 1: 1000

LGA RYDE CITY

Locality: NORTH RYDE

Parish: HUNTERS HILL

County: CUMBERLAND

This is sheet 1 of my plan in sheets.

ROBERT WILLIAM YOUNG

of 22 COOPER ST. STRATHFIELD 2135

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 27.10.1996

Plans used in preparation of survey completion.

D.P.842538 D.P.717259 D.P.27851
D.P.28507 D.P.435379 D.P.218259
D.P.841065 D.P.852153 D.P.108306

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

PURSUANT TO SEC.88B OF THE CONVEYANCING ACT 1919-1984 IT IS INTENDED TO CREATE

- 1) RIGHT OF WAY VAR. WIDTH
- 2) EASEMENT TO DRAIN WATER 2 WIDE
- 3) EASEMENT FOR DOMESTIC & FIRE WATER SUPPLY 1 WIDE

Ref: R871778 / Doc: DP 863893 P / Rev: 07-Nov-1996 / Sts: OK OK / Prt: 09-Mar-2011 14:29 / Pgs: ALL / Seg: 4 of 1

Crown Lands Office Approval

PLAN APPROVED _____ Authorised Officer

Land District _____

Paper No. _____

Field Book _____ pages

Council's Certificate

I hereby certify that -

(a) the requirements of the Local Government Act, 1993 (other than the requirements for the registration of plans), and

(b) the requirements of Part 3 Division 2 of the Water Board Act 1987, and Part 3 Division 2 of the Hunter Water Board Corporation Act 1984,

have been complied with by the applicant in relation to the proposed SUBDIVISION

(insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. 5175

Date 29 OCTOBER 1996

(Signature) M. McSannell
General Manager/Authorised Person

Council File No. U0197.9

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

† Delete if inapplicable

SURVEYOR'S REFERENCE: 13332/C

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390
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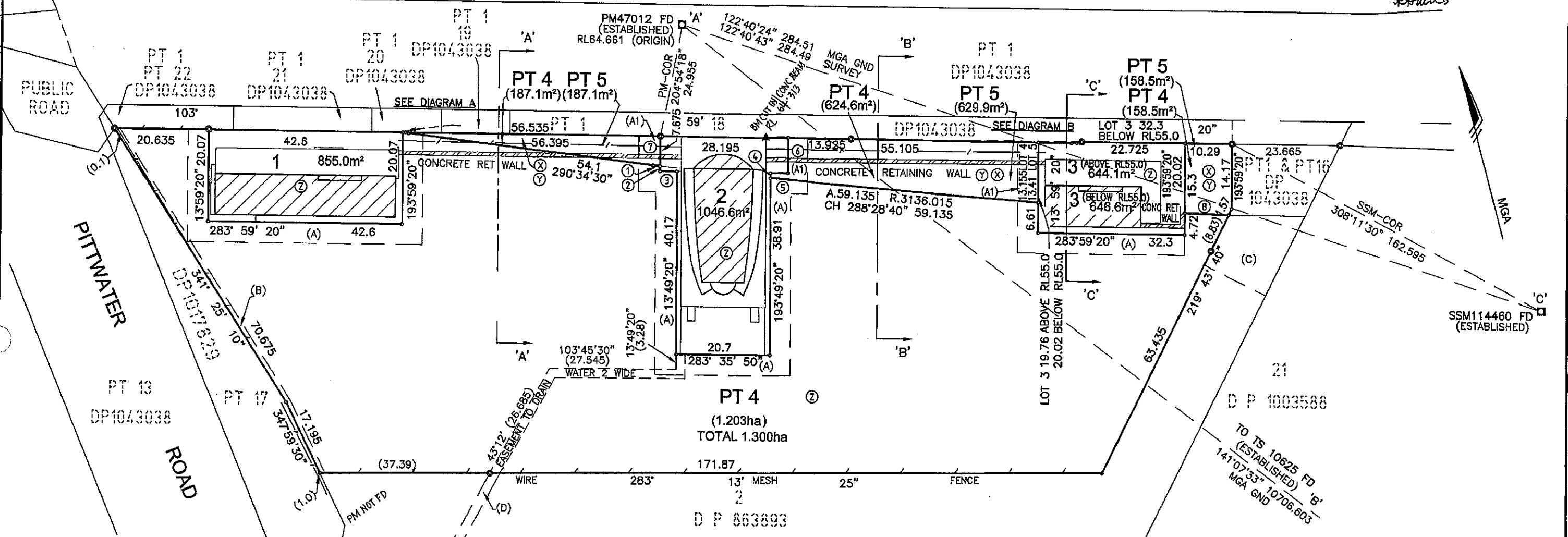
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 863893

SEE SHEET 2 FOR DETAIL OF MARKS AND BUILDING OFFSETS

AMENDMENTS MADE BY ME 18-11-08

Hains



Req:R871754 /Doc:DP 1131774 P /Rev:05-Dec-2008 /Sts:SC.OK /Prt:09-Mar-2011 14:27 /Pgs:ALL /Seq:1 of 3
Ref:Clement & Reid Pty Ltd /Src:P

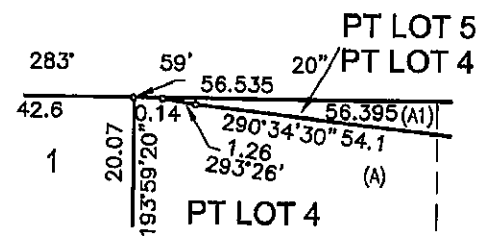


DIAGRAM A
NTS

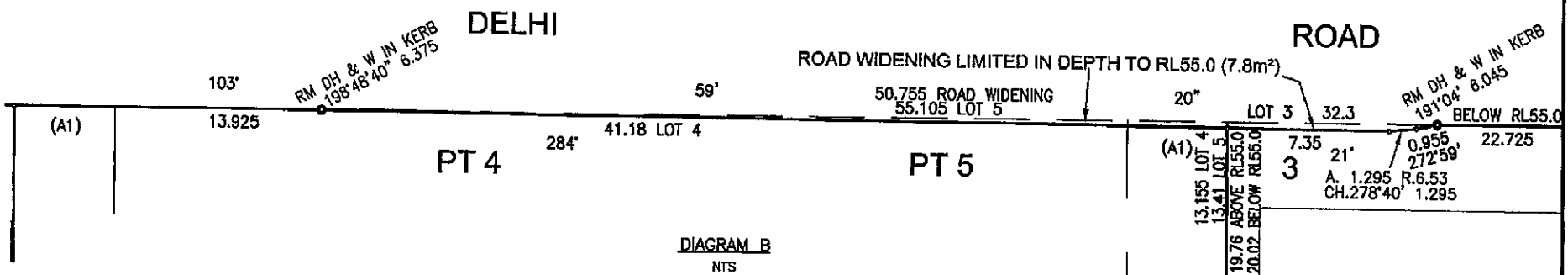


DIAGRAM B
NTS

SCHEDULE OF SHORT AND CURVED LINES

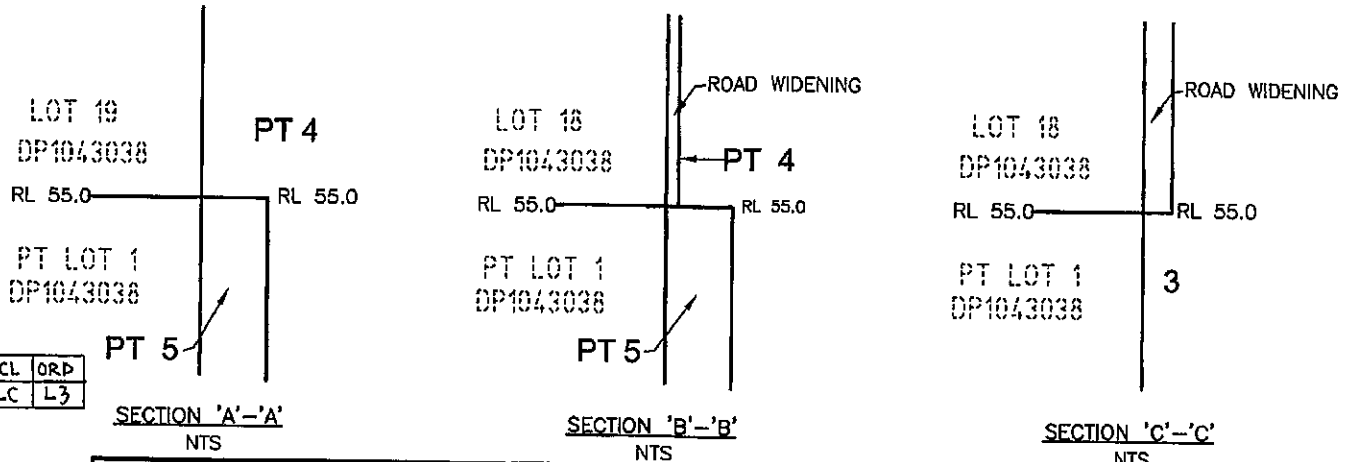
Line	Chord		Arc	Radius
	Bearing	Distance		
1	289°28'40"	1.42	1.42	3136.015
2	13°59'20"	1.13		
3	283°49'20"	3.64		
4	193°49'20"	1.035		
5	283°49'20"	3.87		
6	193°53'	7.74		
7	193°59'20"	6.545		
8	285°42'15"	9.61		

SURVEYING REGULATION 2006 : CLAUSE 61(2)									
MARK	MGA EASTING	MGA NORTHING	CLASS	ORDER	METHOD	RL	ORIGIN	CL	GRP
PM 47012	327 613.355	6 259 099.961	C	3	SCIMS	64.661	SCIMS	LC	L3
TS 10625	334 333.194	6 250 764.171	B	2	SCIMS		SCIMS		
SSM 114460	327 852.782	6 258 946.350	C	3	SCIMS		SCIMS		

COMBINED SCALE FACTOR = 0.999956 ZONE 56
SOURCE: M.G.A. CO-ORDINATES AND SCALE FACTOR ADOPTED FROM SCIMS ON THE 11th February 2008

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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Table of mm



AREA LOT 5 TOTAL 975.8m²

(A) EASEMENT FOR ACCESS RIGHT 4.5 WIDE
 (A1) EASEMENT FOR ACCESS RIGHT 4.5 WIDE UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 55.0 (AHD)
 (B) EASEMENT FOR DOMESTIC & FIRE WATER SUPPLY 1 WIDE (DP 863893)
 (C) RIGHT OF WAY VARIABLE WIDTH (DP 863893)
 (D) EASEMENT TO DRAIN WATER 2 WIDE (DP 863893)

STRATUM STATEMENTS

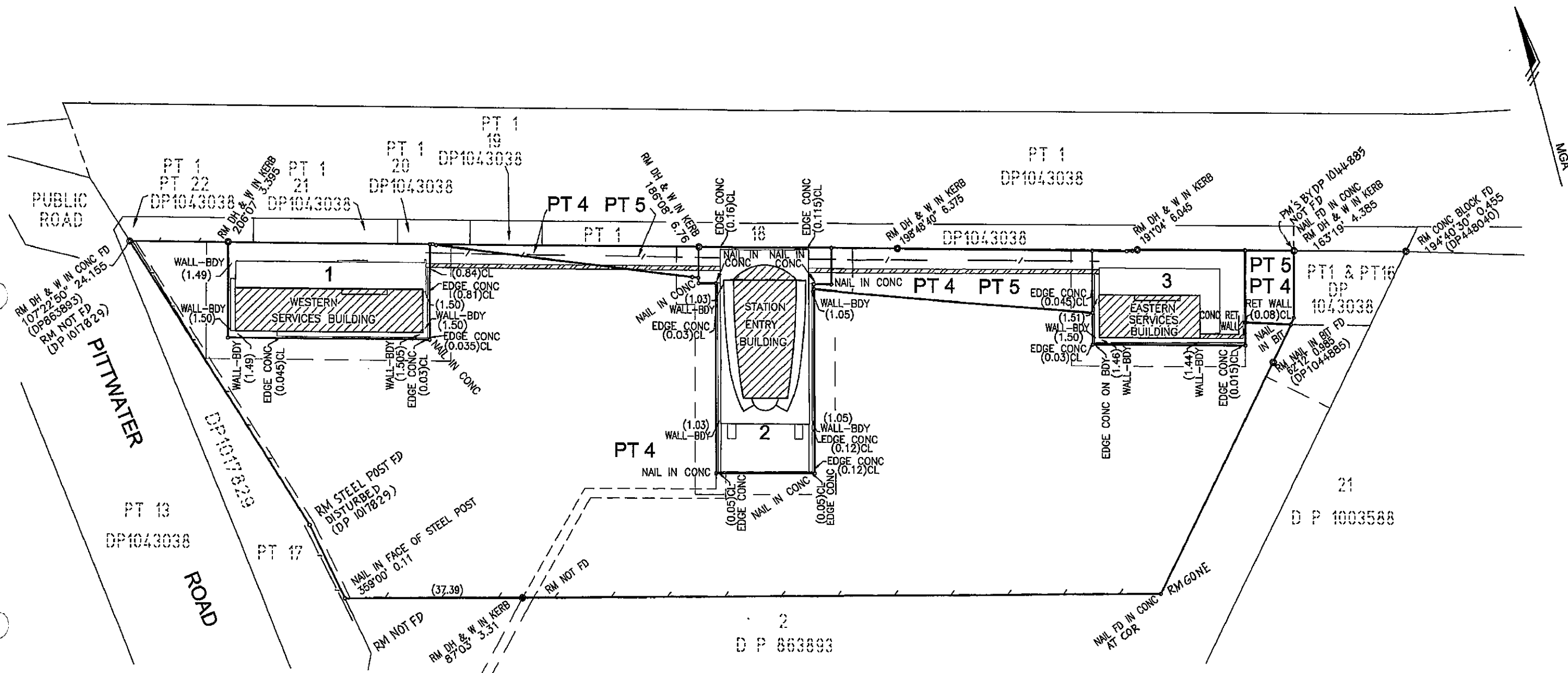
⊗ LOT 4 IS LIMITED IN DEPTH TO RL 55.00 AHD AND UNLIMITED IN HEIGHT
 ⊙ PT LOT 5 UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL55.0 AHD
 ⊚ LOTS 1, 2, 3 & PT LOT 4 UNLIMITED IN HEIGHT AND DEPTH

Surveyor: JOHN NELSON PETERSEN Date of Survey: 3rd MARCH 2008 Surveyors Ref: D894-011b.dwg	PLAN OF SUBDIVISION LOT 1 IN DP 863893	L.G.A.: RYDE CITY Locality: NORTH RYDE Subdivision No: ECRL 445616 Lengths are in metres. Reduction Ratio 1: 600	Registered: 5.12.2008	 DP1131774 P
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DETAIL OF REFERENCE MARKS AND BUILDING OFFSETS

AMENDMENTS MADE BY ME 18-11-08

R. Hain




Req:R871754 /Doc:DP 1131774 P /Rev:05-Dec-2008 /Sts:SC,OK /Prt:09-Mar-2011 14:27 /Pgs:ALL /Seq:2 of 3
Ref:Clement & Reid Pty Ltd /Src:P

Surveyor: JOHN NELSON PETERSEN
 Date of Survey: 3rd MARCH 2008
 Surveyors Ref: D894-016.dwg

PLAN OF
 SUBDIVISION LOT 1 IN DP 863893

L.G.A.: RYDE CITY
 Locality: NORTH RYDE
 Subdivision No: ECRL 445616
 Lengths are in metres. Reduction Ratio 1: 600

Registered:
 5.12.2008

DP1131774

