

# MEMORANDUM

MPE Stage 2 SSD-7628 Staged Subdivision (A6)



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<b>DATE</b>	07/05/20
<b>ATTENTION</b>	Carl Dupleton
<b>PROJECT</b>	Moorebank Logistics Park
<b>SUBJECT</b>	MPE Stage 2 Subdivision Partial Consent – Condition A6 Staged Subdivision Supporting Information – Lot 22 (Stage 4)

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## 1. BACKGROUND

On 28 June 2019 the Department of Planning Industry and Environment (DPIE) provided guidance on what would be required as supporting information for approval of a staged subdivision under condition A6 of SSD-7628 as follows:

The condition requires that *'prior to the issue of any subdivision certificate (including the first and any subsequent subdivision certificates), the Applicant provides a revised Subdivision Plan and supporting information to the Planning Secretary for approval that clearly identifies that relevant estate works for the proposed lots(s) have been completed'.*

Therefore, the Subdivision Plan and supporting information for the proposed new lot (i.e. proposed lot 22), *must* clearly show (as a minimum requirement) the following:

- a) the *actual* location of all fire safety / firefighting infrastructure easements in particular hydrants;
- b) The location of all drainage infrastructure and required easements are of sufficient size and have appropriate inter-lot connections and meet B40 (SSD 7628 Stage 2 approval); and
- c) all approved internal roads, including connections to the surrounding road network and the intermodal terminal.

For the remaining lots on the Subdivision Plan (i.e. Lots 21 and 23), and to achieve the layout indicated in Appendix 1 and 2 of the consent, the following must be clearly shown on the sub-division plan and supporting information (as a minimum requirement):

- d) all access and internal roads to allow the access arrangement, including inter-lot access, for the draft subdivision plan shown in Appendix 1 and 2 of the partial consent;
- e) access arrangements to the intermodal terminal and rail siding for all proposed future lots shown in Appendix 1 and 2 of the partial consent;
- f) indicative locations of asset protection zones;
- g) drainage easements and connections to Lot 22; and
- h) indicative locations of other relevant estate works to achieve the approved layout.

In addition, the following 'supporting information' is to be submitted for the Planning Secretary's consideration:

- i) a statement from the independent subdivision engineer that all the information listed above is clearly shown on the sub-division plan for Lot 22, and that the requirements listed above for Lot 22 have been completed. Please note this is in addition to the requirement in condition of approval B8 of the partial consent.

## 2. PURPOSE

This memorandum provides all information to satisfy condition A6 for the Lot 22 Staged Subdivision and a response to the Department's guidance on supporting information required for the approval staged subdivision as established through the approval of staged subdivision for Lot 24 subdivision.

## 3. STAGED SUBDIVISION AND EASEMENT PLAN AND 88B INSTRUMENT

The following documents for the Lot 22 subdivision are provided as attachments to this document:

- Attachment 1 - Staged subdivision and easement plan (This plan has not undergone pre-examination by LRS as the pre-examination occurred on the Lot 24 subdivision deposited plan)

- Attachment 2 - 88b easement instrument for Lot 22 subdivision
- Attachment 3 (and section 4) - Supporting information in the form of a drawing showing the information requested by DPE
- Attachment 4 - Statement from the Registered Surveyor confirming:
  - o Agreement with the information in this memorandum
  - o The relevant field survey work for this stage of subdivision is complete
  - o The location of estate works in the 'supporting information' are as confirmed in the as-built survey field work for this stage of subdivision
- Attachment 5 - Statement from the Subdivision Certifier that conditions B4 to B10 have been satisfied and agreement that the relevant information has been provided to enable approval of staged subdivision for this stage of subdivision under condition A6.

## 4. SUPPORTING INFORMATION REQUESTED BY DPE

### 4.1. PROPOSED NEW LOT 22 (STAGE 4) SUPPORTING INFORMATION

DPE Requirement:

- a) the actual location of all fire safety / firefighting infrastructure easements in particular hydrants;
- b) The location of all drainage infrastructure and required easements are of sufficient size and have appropriate inter-lot connections and meet B40 (SSD 7628 Stage 2 approval); and
- c) all approved internal roads, including connections to the surrounding road network and the intermodal terminal.

Information / response provided:

- a) Attachment 3 shows the as-built location of the fire booster at north west corner of Lot 26 south of the internal access road entry from Moorebank Avenue.

The 88b instrument Part 1 and Part 2 in Attachment 2 sets out easements for services at Part 1 item 1 and 2 (SE5 and SE5A on the subdivision plan) that benefit and burden lots 21, 22 and 23 inversely.

Part 2, Section 1.1, item 16) provides the definition of Services and item b) includes fire safety or control services as part of the easement for services. Part 2 section 4 and 5 sets out the terms of the easements for services.

- b) Attachment 3 shows the as-built locations of OSD1, OSD2, and OSD9. Lot 22 will have the ability to discharge to each, but it will primarily discharge to OSD2 referenced as easement SD1 for drainage of water 112.75 wide and variable width, and will discharge out through SD2 Easement for drainage of water 9.57 wide.

The 88b instrument Part 1 and Part 2 in Attachment 2 sets out easements for services at Part 1 item 1 and 2 (SE5 and SE5A on the subdivision plan) that benefit and burden lots 21, 22 and 23 inversely, and item 4 and 5 (SD1 and SD2) both burdening lot 4/1197707 to the benefit of Lots 22 and 23.

Part 2, Section 1.1, item 16) provides the definition of Services and item b) includes fire safety or control services as part of the easement for services. Part 2 section 4 and 5 sets out the terms of the easements for services.

- c) Attachment 3 shows the permanent access arrangement from Lot 2 DP 1197707 into Lot 26. The temporary access into the site from Moorebank Avenue through the Lot 26 entrance and onto the access road for lots 21, 22 and 23 along the southern boundary of existing buildings 50, 51 and 52 and the Eastern boundary of Lots 22 and 23 is also included on the drawing at Attachment 3.

The 88b instrument Part 1 and Part 2 in Attachment 2 sets out easements for access Part 1 item 3 (E5B on the subdivision plan) that benefit and burden Lots 21, 22 and 23 inversely.

Part 2, Section 6.1 sets out the basis upon which access is granted via the easements for access via the driveways and trafficable accessways (shown in Attachment 3) for vehicles, or on foot, and with or without materials, tools, equipment for the purposes of accessing lots 21 and 23 through lot 22 and inversely accessing lot 22 through lots 21 and 23 as needed.

#### **4.2. RESIDUAL LOTS 21 AND 23 SUPPORTING INFORMATION**

DPE Requirement:

- d) all access and internal roads to allow the access arrangement, including inter-lot access, for the draft subdivision plan shown in Appendix 1 and 2 of the partial consent;
- e) access arrangements to the intermodal terminal and rail siding for all proposed future lots shown in Appendix 1 and 2 of the partial consent;
- f) indicative locations of asset protection zones;
- g) drainage easements and connections to Lot 22; and
- h) indicative locations of other relevant estate works to achieve the approved layout.

Information / response provided:

- d) As with the response above in section 4.1 item c) Attachment 3 shows the internal access roads and the 88B Part 1 item 3 (E5B on the subdivision plan) provides for the easement for access that benefit and burden lots 21, 22 and 23 inversely.
- e) Attachment 3 shows the internal access roads from Moorebank Avenue through into Lot 22 and residual Lots 21 and 23, along with showing the temporary access into Lot 24 (and Lot 12 and 13) until such time that Moorebank Avenue can be upgraded.
- f) Attachment 3 provides the indicative location of asset protection zones along the east and south boundary of the project.
- g) As with item b) above, Attachment 3 shows the as-built locations of OSD1, OSD2, and OSD9. Lot 22 will have the ability to discharge to each, but it will primarily discharge to OSD2 referenced as easement SD1 for drainage of water 112.75 wide and variable width, and will discharge out through SD2 Easement for drainage of water 9.57 wide.

The 88b instrument Part 1 and Part 2 in Attachment 2 sets out easements for services at Part 1 item 1 and 2 (SE5 and SE5A on the subdivision plan) that benefit and burden lots 21, 22 and 23 inversely.

- h) Attachment 3 shows the indicative locations of other relevant estate works.

#### **4.3. ADDITIONAL 'SUPPORTING INFORMATION' FOR APPROVAL OF STAGED SUBDIVISION**

DPE Requirement:

- i) a statement from the independent subdivision engineer that all the information listed above is clearly shown on the sub-division plan (for Lot 22), and that the requirements listed above for Lot 22 have been completed

Information / response provided:

- i) Attachment 4 includes a statement from the Registered Surveyor confirming: their agreement that the interpretation of the subdivision plan and easement plan in response to DPE's requirements is correct; the relevant field survey work for this stage of subdivision is complete; and the location of estate works in the 'supporting information' are as confirmed in the as-built survey field work for this subdivision.

Attachment 5 includes a statement from the Subdivision Certifier confirming that conditions B4 to B10 have been satisfied and that all of DPE's requirements set out earlier in section 1 (other than this certifier's statement) has been provided in either the subdivision and easement plan, easement instrument or supporting information provided as part of this memorandum.

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## 4.4. SUPPORTING INFORMATION REQUESTED BY DPE TABLE FORMAT

The above information required by the DPE as alphabetised (a) to (i) is additionally presented in the following table.

DPE Reference Number	LOT number	DPIE Identified Requirement	Document(s) Relied upon	Status ✓ = compliant
a	22	The actual location of all fire safety / firefighting infrastructure easements in particular hydrants	MPE Stage 2 SSD-7628 Staged Subdivision (A6) Memorandum: Section 4.1 Information / Response provided a) including Attachment 3 Site layout drawing; and  Attachment 2: The 88b instrument. - Part 1 and Part 2 (SE5 and SE5A on the subdivision plan) - Part 2, Section 1.1, item 16) - Part 2 section 4 and 5	✓
b	22	The location of all drainage infrastructure and required easements are of sufficient size and have appropriate inter-lot connections and meet B40 (SSD 7628 Stage 2 approval)	MPE Stage 2 SSD-7628 Staged Subdivision (A6) Memorandum: Section 4.1 Information / Response provided b) including Attachment 3 Site layout drawing; and  Attachment 2: The 88b instrument. - Part 1 and Part 2 (SE5 and SE5A, SD1 and SD2 on the subdivision plan) - Part 2, Section 1.1, item 16) - Part 2 section 4, 5, 7 and 8.	✓
c	22	All approved internal roads, including connections to the surrounding road network and the intermodal terminal	MPE Stage 2 SSD-7628 Staged Subdivision (A6) Memorandum: Section 4.1 Information / Response provided c) including Attachment 3 Site layout drawing; and  Attachment 2: The 88b instrument: - Part 1 item 3 (E5B on the subdivision plan) - Part 2, Section 6.1	✓
d	22	All access and internal roads to allow the access arrangement, including inter-lot access, for the draft subdivision plan shown in Appendix 1 and 2 of the partial consent	MPE Stage 2 SSD-7628 Staged Subdivision (A6) Memorandum: Section 4.2 Information / Response provided d) including Attachment 3 Site layout drawing; and  Attachment 2: The 88B Instrument: - Part 1 item 3 (E5B on the subdivision plan)	✓
e	22	Access arrangements to the intermodal terminal and rail siding for all proposed future lots shown in Appendix 1 and 2 of the partial consent	MPE Stage 2 SSD-7628 Staged Subdivision (A6) Memorandum: Section 4.2 Information / Response provided e) including Attachment 3 Site layout drawing; and  Attachment 2: The 88B Instrument: - Part 1 item (E5B on the subdivision plan)	✓
f	22	Indicative locations of asset protection zones	MPE Stage 2 SSD-7628 Staged Subdivision (A6) Memorandum: Section 4.2 Information / Response provided f) including Attachment 3 Site layout drawing	✓

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DPE Reference Number	LOT number	DPIE Identified Requirement	Document(s) Relied upon	Status ✓ = compliant
g	22	Drainage easements and connections to Lot 22	MPE Stage 2 SSD-7628 Staged Subdivision (A6) Memorandum: Section 4.2 Information / Response provided g) including Attachment 3 Site layout drawing; and  Attachment 2: The 88b instrument - Part 1 and Part 2 (SE5, SE5A, SD1 and SD2 on the subdivision plan)	✓
h	22	Indicative locations of other relevant estate works to achieve the approved layout	MPE Stage 2 SSD-7628 Staged Subdivision (A6) Memorandum: Section 4.2 Information / Response provided h) including Attachment 3 Site layout drawing	✓
i	22	A statement from the independent subdivision engineer that all the information listed above is clearly shown on the subdivision plan (for Lot 22), and that the requirements listed above for Lot 22 have been completed	MPE Stage 2 SSD-7628 Staged Subdivision (A6) Memorandum: Section 4.3 Information / Response provided i) including Attachment 5: Baker Ryan Stewart Letter.	✓

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## 4.5. SUPPORTING INFORMATION SATISFYING CONDITION B11 – B18 TABLE FORMAT

Condition Number	Consent Requirements	Documentation Relied Upon	Status ✓ = compliant
B11	Before the construction of any utility works associated with the MPE Stage 2 development, the Applicant must obtain relevant approvals from service providers.	SWC approval emails and associated information dated 11 September 2018	✓
		Connect Infrastructure email 21/02/19 providing Letters from Endeavour Energy	✓
		Telstra Email 14/03/19	✓
		Acceptance of the above correspondence by Baker Ryan Stewart	✓
B12	Before the issue of a Subdivision Certificate for the development, the Applicant (whether or not a constitutional corporation) is to provide evidence, satisfactory to the Certifying Authority, that arrangements have been made for: (a) the installation of fibre-ready facilities to all individual lots and/or premises in a real estate development project to enable fibre to be readily connected to any premises that is being or may be constructed on those lots; and (b) the provision of fixed-line telecommunications infrastructure in the fibre-ready facilities to all individual lots and/or premises in a real estate development project demonstrated through an agreement with a carrier.	Telstra Provisioning Letter.	✓
B13	The Applicant must demonstrate that the carrier has confirmed in writing they are satisfied that the fibre ready facilities are fit for purpose.	Telstra Provisioning Letter stating the fibre ready facilities are fit for purpose	✓
B14	Prior to issue of any Subdivision Certificate, a Section 73 Compliance Certificate under the Sydney Water Act 1994 must be obtained from Sydney Water and shall be provided to the Certifying Authority demonstrating that the development has satisfied the detailed requirements of Sydney Water in respect to water and wastewater.	SWC Signed S73 Certificate Lot 22	✓
B15	A Notification of Arrangement from Endeavour Energy must be obtained prior to lodgement of the subdivision plan.	NOA UIS0888 - Lot 22 - EXECUTED(complete)	✓

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Condition Number	Consent Requirements	Documentation Relied Upon	Status ✓ = compliant
B16	<p>Prior to issue of any Subdivision Certificate, a Precinct Operational Environmental Management Plan (OEMP) for the MPE Site must be prepared and submitted to the Secretary for approval. The OEMP must:</p> <p>(a) specify that Qube, or another nominated single entity named in the OEMP, retains sole responsibility for delivery and ongoing maintenance of estate works (including but not limited to site services, internal roads, pedestrian paths, landscaping, lighting of common areas, emergency services including bushfire mitigation, OSD and Water Sensitive Urban Design elements) across the entirety of the Site; and</p> <p>(b) prescribes the management and maintenance measures applicable to the estate works described at (a) above.</p> <p>Note: The OEMP required under this condition may be incorporated within the OEMP prepared and implemented in accordance with condition C3 of the development consent SSD 7628 (MPE Stage 2), granted by the then Planning Assessment Commission on 31 January 2018, and the OEMP prepared and implemented in accordance with condition F4 of the development consent SSD 6766 (MPE Stage 1), granted by the Land and Environment Court per orders made on 13 March 2018.</p>	OEMP developed and submitted to DPE for approval: MPE Site Subdivision OEMP (as at 070519)(82068449_9)	✓
B17	<p>The Applicant must:</p> <p>(a) not commence operation or subdivision of the development until the OEMP is approved by the Planning Secretary; and</p> <p>(b) carry out the operation of the development in accordance with the OEMP approved by the Planning Secretary and as revised and approved by the Planning Secretary from time to time.</p>	OEMP approved by the Planning Secretary in accordance with 19.07.26 DPE Letter_Approval POEMP_B16 SIGNED.	✓
B18	The requirement to comply with the OEMP is to be registered on title.	Condition 9: Section 88b Stage 1 Superlot creation.	✓
		Email from Baker Ryan Stuart accepting closure of Condition 18 through satisfaction of Condition 9.	✓

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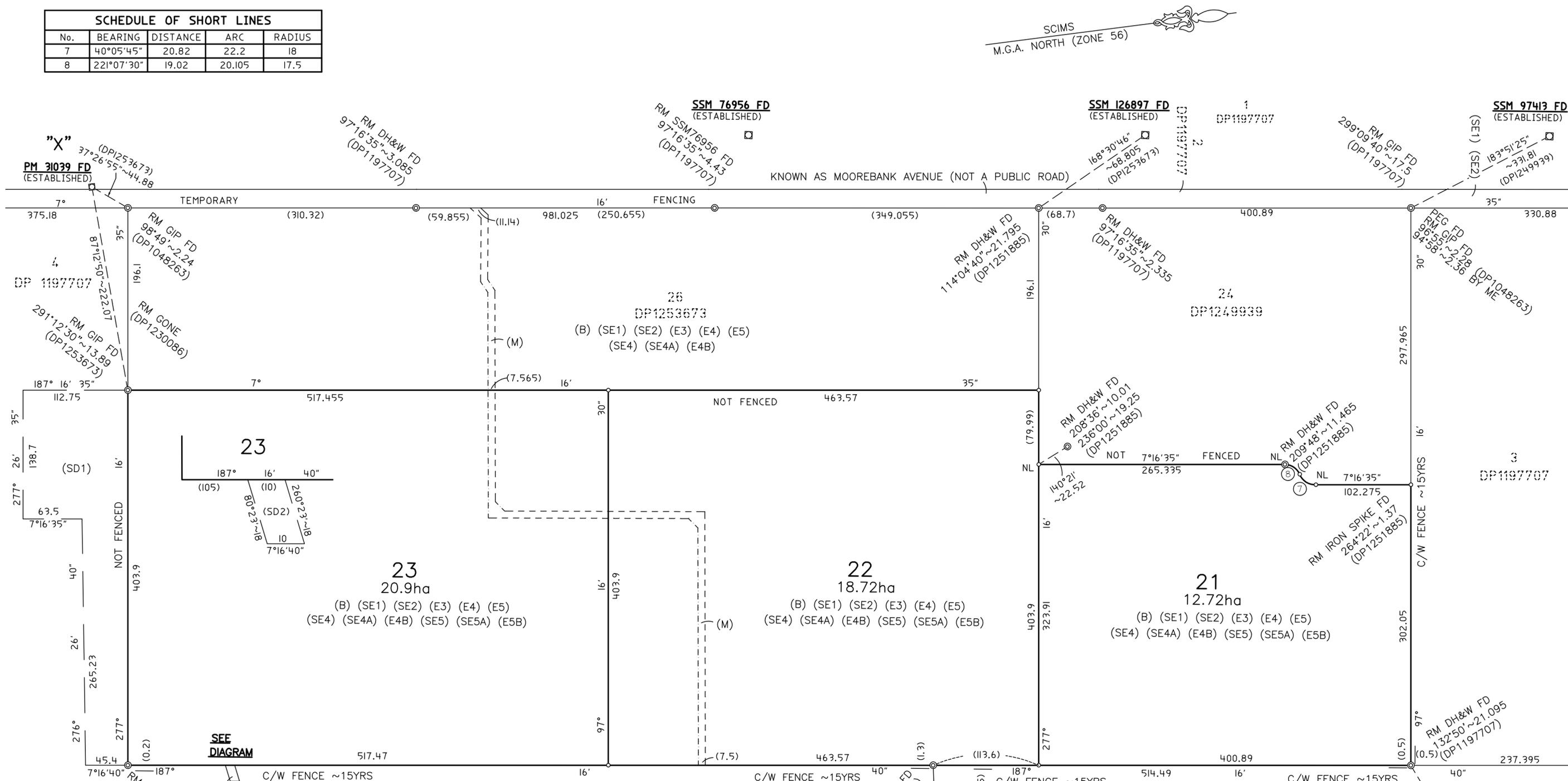
MPE Stage 2 SSD-7628 Staged Subdivision (A6)

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## ATTACHMENT 1 - STAGED SUBDIVISION AND EASEMENT PLAN

SCHEDULE OF SHORT LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
7	40°05'45"	20.82	22.2	18
8	221°07'30"	19.02	20.105	17.5



SCHEDULE OF CONNECTIONS

SSM 97413 TO SSM 126897 ~ 187°28'40"-666.967  
 SSM 126897 TO SSM 76956 ~ 184°49'47"-414.585  
 SSM 76956 TO PM 31039 ~ 188°49'30"-671.009

SCHEDULE OF PM COMPARISONS

PM 31039-SSM 101875 (X~Y)  
 29°49'14"- 1909.172 (MGA GROUND)  
 29°49'14"- 1909.168 (BY SURVEY)  
 SSM 101875-SSM 97413  
 276°23'03"- 729.27 (MGA GROUND)  
 276°22'57"- 729.276 (BY SURVEY)  
 SSM 97413-PM 31039  
 187°22'03"- 1751.931 (MGA GROUND)  
 187°22'02"- 1751.903 (BY SURVEY)

COORDINATE SCHEDULE

MARK	MGA CO-ORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
PM 31039	307936.034	6240377.019	C	3	SCIMS	FOUND
SSM 97413	308160.697	6242114.57	C	4	SCIMS	FOUND
SSM 101875	308885.479	6242033.474	C	4	SCIMS	FOUND
SSM 126897	308073.88	6241453.25	D	N/A	TRAV	FOUND
SSM 76956	308038.98	6241040.08	D	N/A	TRAV	FOUND

DATE OF SCIMS COORDINATES: 16/01/2019 MGA ZONE: 56 MGA DATUM: GDA94  
 COMBINED SCALE FACTOR: 1.000048

- (M) EASEMENT FOR WATER SUPPLY 7.5 WIDE & VARIABLE WIDTH (DP1048263)
- (B) EASEMENT FOR ACCESS AFFECTING WHOLE OF LOT (AM123458)
- (SE1) EASEMENT FOR SERVICES (WHOLE OF LOT) (DP1249939)
- (SE2) EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT) (DP1249939)
- (E3) EASEMENT FOR ACCESS (WHOLE OF LOT) (DP1249939)
- (E4) COVENANT (WHOLE OF LOT) (DP1249939)
- (E5) COVENANT (WHOLE OF LOT) (DP1249939)
- (SE1A) EASEMENT FOR SERVICES (WHOLE OF LOT) (DP1249939)
- (SE2A) EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT) (DP1249939)
- (E3A) EASEMENT FOR ACCESS (WHOLE OF LOT) (DP1249939)
- (SE4A) EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT) (DP1253673)
- (E4B) EASEMENT FOR ACCESS (WHOLE OF LOT) (DP1253673)
- (SE4) EASEMENT FOR SERVICES (WHOLE OF LOT) (DP1253673)
- (SE5A) EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT)
- (E5B) EASEMENT FOR ACCESS (WHOLE OF LOT)
- (SE5) EASEMENT FOR SERVICES (WHOLE OF LOT)
- (SD1) EASEMENT FOR DRAINAGE OF WATER 112.75 WIDE & VARIABLE WIDTH
- (SD2) EASEMENT FOR DRAINAGE OF WATER 9.57 WIDE

Surveyor: RODERICK JAMISON  
 LandPartners PTY LTD  
 PO BOX 1144 DUNDAS 2117  
 Date of Survey:  
 Surveyor's Ref: SY073909.007

PLAN OF SUBDIVISION OF LOT 27 DP 1253673 AND  
 EASEMENT WITHIN LOT 4 DP 1197707

LGA: LIVERPOOL  
 Locality: MOOREBANK  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:3000

Registered

DP

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MPE Stage 2 SSD-7628 Staged Subdivision (A6)

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ATTACHMENT 2 - 88B EASEMENT INSTRUMENT

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

Lengths are in metres  
Plan: DP1256178

(Sheet 1 of 15 Sheets)

Plan of Subdivision of Lot 27 DP1253673 and  
Easements within Lot 4 DP1197707  
Covered by Subdivision Certificate No.  
Dated:

Full name and address of the proprietors of the  
land:

With respect to Lot 27 DP1253673  
The Trust Company Limited ACN 004 027 749  
c/- Qube Property Management Services Pty Limited  
Level 27, 45 Clarence Street  
Sydney NSW 2000

With respect to Lot 4 DP1197707  
Commonwealth of Australia as represented by the  
Department of Infrastructure, Transport, Cities and  
Regional Development ABN 86 267 354 017  
11 Alinga Street  
Canberra City ACT 2601

**PART 1 (CREATION)**

<b>Number of item shown in the intention panel on the plan:</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
1.	Easement for services (whole of lot) (SE5)	21 22 23	22, 23 21, 23 21, 22
2.	Easement for future services (whole of lot) (SE5A)	21 22 23	22, 23 21, 23 21, 22
3.	Easement for access (whole of lot) (E5B)	21 22 23	22, 23 21, 23 21, 22
4.	Easement for drainage of water 112.75 wide & variable width (SD1)	4/1197707	22, 23
5.	Easement for drainage of water 9.57 wide (SD2)	4/1197707	22, 23

Plan: DP1256178

Plan of Subdivision of Lot 27 DP1253673 and  
Easements within Lot 4 DP1197707  
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:

- (1) **Accessway Plan** means a plan showing the access ways within the Lot Burdened providing a means of access through the Development to public land.
- (2) **Act** means the *Conveyancing Act 1919* (NSW).
- (3) **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 the tenants, lessees, sublessees, employees, agents, contractors, licensees and invitees of the Grantee.
- (4) **Commonwealth Head Lease** means registered lease AM423354 between the Commonwealth of Australia as landlord and Moorebank Intermodal Development Investment Nominees Pty Limited ACN 606 134 347 as tenant dated 24 January 2017 and registered on the folio of the Lot Burdened.
- (5) **Development** means the precinct known as "Moorebank Logistics Park", being the land comprised in folio identifiers 100/1049508, 1/1197707, 2/1197707, 4/1197707 and 1/1048263.
- (6) **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.
- (7) **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.
- (8) **Grantee** means:
  - (a) the freehold owner from time to time of the Lot Benefited;
  - (b) the Owner from time to time of a Lot Benefited; and
  - (c) an authority benefited.
- (9) **Grantor** means the Owner of a Lot Burdened.
- (10) **Long Term Lease** means a lease for a term of greater than 50 years when it was granted and if there is more than one lease (for a term of greater than 50 years), means a lease or sub lease which is the latest in a chain of lease grants.

**Plan: DP1256178**

Plan of Subdivision of Lot 27 DP1253673 and  
Easements within Lot 4 DP1197707  
Covered by Subdivision Certificate No.  
Dated:

- (11) **Lot Benefited** means a lot benefited by an easement, positive covenant or restriction on use in this instrument.
- (12) **Lot Burdened** means a lot burdened by an easement, positive covenant or restriction in this instrument.
- (13) **MIPT Lease** means registered lease AM122660 from The Trust Company Limited ACN 004 027 749 as landlord to Moorebank Precinct Nominees Proprietary Limited ACN 606 141 566 as tenant dated 24 January 2017 and registered on the folio of the Lot Burdened.
- (14) **Owner** means:
- (a) if a Long Term Lease has been granted in respect of the lot, the holder from time to time of that Long Term Lease for the duration of the term of that Long Term Lease; or
  - (b) if a Long Term Lease has not been granted in respect of the lot, the owner from time to time of the freehold of the lot.
- (15) **Plan** means the plan of subdivision to which this instrument relates.
- (16) **Services** means:
- (a) the supply of water, gas, recycled water, electricity or artificially heated or cooled air;
  - (b) fire safety or control services;
  - (c) the provision of sewerage and drainage;
  - (d) telephone, radio, television or other transmission means;
  - (e) electricity;
  - (f) oil;
  - (g) garbage;
  - (h) signals or data transmission;
  - (i) security systems;
  - (j) mechanical ventilation; and
  - (k) any other facility, supply or transmission.

## 1.2 References to certain terms

Unless a contrary intention appears, a reference in this instrument to:

- (1) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and

Plan: DP1256178

Plan of Subdivision of Lot 27 DP1253673 and  
Easements within Lot 4 DP1197707  
Covered by Subdivision Certificate No.  
Dated:

- (2) **(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
- (3) **(singular includes plural)** the singular includes the plural and vice versa; and
- (4) **(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 clause 3 (“Complying with this instrument”), in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

- (1) 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
- (2) 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**

The Grantee and its Authorised Users enter upon the Lot Burdened at their own risk and the Grantee hereby releases the Grantor and the freehold owner of the Lot Burdened 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, subject to the following provisions:

- (1) in the case of the Grantee’s and its Authorised Users’ releases of the Grantor which is not the freehold owner of the Lot Burdened, the Grantee and its Authorised Users do not

**Plan: DP1256178**

Plan of Subdivision of Lot 27 DP1253673 and  
Easements within Lot 4 DP1197707  
Covered by Subdivision Certificate No.  
Dated:

release the Grantor to the extent that the damage, expense, loss, claim or liability is caused or contributed to by the act, negligence or omission of the Grantor; and

- (2) in the case of the Grantee's and its Authorised Users' releases of the freehold owner of the Lot Burdened, the Grantee and its Authorised Users do not release the freehold owner of the Lot Burdened to the extent that the damage, expense, loss, claim or liability is caused or contributed to by the act, negligence or omission of the freehold owner of the Lot Burdened.

## **2.4 Indemnity**

- (1) The Grantee (other than the freehold owner of the Lot Benefited) indemnifies and agrees to keep indemnified the Grantor and the freehold owner of the Lot Burdened against all damage, expense, loss, claims or liability of any nature suffered or incurred by the Grantor or the freehold owner of the Lot Burdened 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:
- (a) damage to the Lot Burdened, except fair wear and tear; and
  - (b) damage to any property of the Grantor, the freehold owner of the Lot Burdened or any other person; and
  - (c) injury to any person on or near the Lot Burdened,
- subject to clause 2.4(2) and clause 2.4(3), as applicable.
- (2) In the case of a Grantee's indemnity in favour of a Grantor other than the freehold owner of the Lot Burdened, the Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability is caused or contributed to the act, omission or negligence of the Grantor.
- (3) In the case of a Grantee's indemnity in favour of the freehold owner of the Lot Burdened, 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 freehold owner of the Lot Burdened.

## **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. Notice required in the case of an emergency may be given verbally.

# **3 Complying with this instrument**

## **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.

## **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.

**Plan: DP1256178**

Plan of Subdivision of Lot 27 DP1253673 and  
Easements within Lot 4 DP1197707  
Covered by Subdivision Certificate No.  
Dated:

#### **4 Terms of Easement for services (whole of lot) numbered 1 in the Plan**

##### **4.1 Grant**

The Grantee may:

- (1) use the Easement Site, to provide Services to or from each Lot Benefited; and
- (2) do anything reasonably necessary for that purpose, including:
  - (a) entering the Lot Burdened;
  - (b) taking anything on to the Lot Burdened; and
  - (c) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

##### **4.2 Term**

The Grantor and the Grantee agree that this easement will expire on the date which is 99 years after the date the Commonwealth Head Lease commenced.

##### **4.3 General requirements when exercising rights**

In exercising those powers, the Grantee must:

- (1) ensure all work is done properly;
- (2) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (3) cause as little damage as practicable to the Lot Burdened and make good and repair any damage to the reasonable satisfaction of the Grantor;
- (4) restore the lot burdened as nearly as is practicable to its former condition; and
- (5) make good any collateral damage.

##### **4.4 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.

##### **4.5 Additional requirements when exercising rights**

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

- (1) 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;
- (2) ensure that all work is:
  - (a) done properly and in accordance with requirements of Government Agencies (if applicable); and

**Plan: DP1256178**

Plan of Subdivision of Lot 27 DP1253673 and  
Easements within Lot 4 DP1197707  
Covered by Subdivision Certificate No.  
Dated:

- (b) completed as quickly as practicable;
- (3) repair damage which they cause to a Service owned by the Grantor located in the Lot Burdened;
- (4) restore the Lot Burdened as nearly as practicable to its former condition;
- (5) make good any collateral damage;
- (6) comply with any rules made by the Grantor in accordance with clause 4.4 ("Making Rules"); and
- (7) 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.

#### **4.6 Maintaining Services**

Unless agreed otherwise in writing, the Grantee must maintain its own Services.

#### **4.7 Additional Obligations**

The Grantee:

- (1) acknowledges that some of the Services under this easement are being used in common with the Grantor and its authorised users; and
- (2) must not interfere with any of the Services for the Lot Burdened located within the Easement Site from time to time.

### **5 Terms of Easement for future services (whole of lot) numbered 2 in the Plan**

#### **5.1 Grant**

The Grantee and its Authorised Users may:

- (1) 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
- (2) do anything reasonably necessary for the purposes of this easement, including:
  - (a) entering the Lot Burdened;
  - (b) taking anything on to the Lot Burdened; and
  - (c) 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.

#### **5.2 Term**

The Grantor and the Grantee agree that this easement will expire on the date which is 99 years after the date the Commonwealth Head Lease commenced.

**Plan: DP1256178**

Plan of Subdivision of Lot 27 DP1253673 and  
Easements within Lot 4 DP1197707  
Covered by Subdivision Certificate No.  
Dated:

### 5.3 Requirements before exercising rights

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

- (1) 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;
- (2) 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;
- (3) 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
- (4) not carry out any works to the structure of the buildings and infrastructure located on the Lot Burdened unless:
  - (a) the Grantor gives its approval to the works proposed to be carried out (which approval must not be unreasonably withheld or delayed);
  - (b) the Grantee, at its own cost, consults with a structural engineer or services engineer (as applicable) nominated by the Grantor; and
  - (c) the Grantee ensures that the recommendations of the structural engineer or services engineer (as applicable) are carried out.

### 5.4 Requirements when exercising rights

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

- (1) 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;
- (2) ensure that all work is done properly and in accordance with the requirements of any Government Agency (if relevant);
- (3) cause as little inconvenience as practicable to the Grantor and any occupiers of the Lot Burdened;
- (4) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (5) if any damage is caused:
  - (a) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
  - (b) (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
- (6) 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.

**Plan: DP1256178**

Plan of Subdivision of Lot 27 DP1253673 and  
Easements within Lot 4 DP1197707  
Covered by Subdivision Certificate No.  
Dated:

**5.5 Maintaining Services**

Unless agreed otherwise in writing, the Grantee must maintain its own Services.

**5.6 Acknowledgement of the Grantee**

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

**6 Terms of Easement for access (whole of lot) numbered 3**

**6.1 Grant**

Subject to the conditions in this easement, the Grantor grants to the Grantee and its Authorised Users the right to pass and repass over all driveways and trafficable accessways (existing from time to time) on the Lot Burdened:

- (1) with vehicles;
- (2) on foot; and
- (3) 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 Term**

The Grantor and the Grantee agree that this easement will expire on the date which is 99 years after the date the Commonwealth Head Lease commenced.

**6.3 Precinct management agreement**

- (1) The Grantee has advised the Grantor that:
  - (a) a precinct management agreement will be prepared which regulates the operation and maintenance of the Development;
  - (b) that precinct management agreement will include an Accessway Plan showing the driveways and trafficable accessways within the Lot Burdened (if any); and
  - (c) the precinct management agreement will set out rules about the use of the driveways and trafficable accessways shown in the Accessway Plan, by the Grantee and its Authorised Users.
- (2) The Grantor may make reasonable rules about the use of the Easement Site by the Grantee and its Authorised Users. If the Grantor does so, the Grantee and its Authorised Users must comply with those rules, even if they are inconsistent with the rules in the precinct management agreement.

**6.4 Prohibitions**

The Grantee and its Authorised Users must not:

- (1) park or stand a vehicle on the Lot Burdened, except where otherwise expressly permitted; or

**Plan: DP1256178**

Plan of Subdivision of Lot 27 DP1253673 and  
Easements within Lot 4 DP1197707  
Covered by Subdivision Certificate No.  
Dated:

- (2) obstruct the use of the Lot Burdened.

#### **6.5 Requirements when exercising rights**

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

- (1) take all reasonable steps to minimise disturbance, damage or obstruction to:
  - (a) the Grantor and occupiers of the Lot Burdened;
  - (b) the Lot Burdened;
  - (c) the contents of the Lot Burdened; and
  - (d) any improvements or other items on the Lot Burdened;
- (2) if any damage is caused to the Lot Burdened or any personal property in the Lot Burdened as a result of the Grantee or its Authorised Users exercising those rights or complying with those obligations:
  - (a) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
  - (b) (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
- (3) comply with any rules about the use of the Easement Site by the Grantor under clause 6.3(2) and (where not inconsistent with those rules) as set out in the precinct management agreement contemplated in clause 6.3(1)(c).

#### **6.6 Costs regulated under precinct management agreement**

If the precinct management agreement contemplated in clause 6.3(1)(a) requires an Authorised User to contribute to the costs of accessways shown on the Accessway Plan, then the rights granted under this easement to Authorised Users are subject to that Authorised User paying for the use of the accessways in accordance with that precinct management agreement.

#### **6.7 Release of easement on dedication as public road**

If any part of the Lot Benefitted is dedicated as a public road, then as and from the date of dedication:

- (1) this easement will cease to benefit the land the subject of the dedication;
- (2) the owner of the Lot Burdened will be entitled to have this easement and notation for this easement removed from the title to that part of the Lot Benefitted that has been dedicated as a public road; and
- (3) the Grantee and Grantor 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 Benefitted as referred to in clause 6.7(2), including signing any plans, requests or other dealings and producing certificates of title at NSW Land Registry Services as required for registration.

**Plan: DP1256178**

Plan of Subdivision of Lot 27 DP1253673 and  
Easements within Lot 4 DP1197707  
Covered by Subdivision Certificate No.  
Dated:

**6.8 Suspension of access**

- (1) The Grantor may temporarily suspend access to, and use of, any driveways and trafficable accessways in an emergency or for maintenance purposes provided that the Grantor:
  - (a) acts reasonably in determining the timing and duration of the temporary suspension of access; and
  - (b) provides the Grantee with prior written notice (except in the event of an emergency).
- (2) The Grantor may permanently close off a driveway or trafficable accessway within the Lot Burdened so long as that driveway or accessway does not provide sole access to a Lot Benefitted.
- (3) If a driveway or trafficable accessway provides sole access to a Lot Benefitted, the Grantor must not permanently close off the accessway until an alternative means of access has been provided to the Lot Benefitted.

**6.9 Acknowledgement**

Subject to clause 6.8, nothing in this easement affects the right of the Owner of the Lot Burdened to redevelop the Lot Burdened from time to time and alter the position of driveways and trafficable accessways within the Lot Burdened (**Redevelopment**).

**7 Terms of Easement for drainage of water 112.75 wide & variable width numbered 4**

**7.1 Term**

The Grantor and the Grantee agree that this easement will expire on the date which is 99 years after the date the Commonwealth Head Lease commenced.

**7.2 Grant**

The terms set out in Part 8 of Schedule 8 of the Act.

**8 Terms of Easement for drainage of water 9.57 wide numbered 5**

**8.1 Term**

The Grantor and the Grantee agree that this easement will expire on the date which is 99 years after the date the Commonwealth Head Lease commenced.

**8.2 Grant**

The terms set out in Part 8 of Schedule 8 of the Act.

Plan: DP1256178

Plan of Subdivision of Lot 27 DP1253673 and  
Easements within Lot 4 DP1197707  
Covered by Subdivision Certificate No.  
Dated:

## Execution

I certify that I am an eligible witness and that a duly authorised delegate under the *Lands Acquisition Act 1989* (Cth) of the Commonwealth of Australia represented by the **Department of Infrastructure, Transport, Cities and Regional Development** signed this instrument in my presence.

Certified correct for the purposes of the *Real Property Act 1900* (NSW) by the duly authorised delegate named below.

.....  
Signature of witness

.....  
Signature of delegate

.....  
Name of witness  
(BLOCK LETTERS)

.....  
Name of delegate  
(BLOCK LETTERS)

.....  
Address of witness

Signing on behalf of Commonwealth of  
Australia represented by the **Department of  
Infrastructure, Transport, Cities and  
Regional Development**

**Plan: DP1256178**

Plan of Subdivision of Lot 27 DP1253673 and  
Easements within Lot 4 DP1197707  
Covered by Subdivision Certificate No.  
Dated:

Certified correct for the purposes of the *Real Property Act 1900* (NSW) and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Moorebank Intermodal Development Investment Nominees Pty Limited  
ACN 606 134 347  
Authority: s127 *Corporations Act 2001* (Cth)

---

Signature of Company Secretary/Director

---

Signature of Director

---

Name of Company Secretary/Director

---

Name of Director

Certified correct for the purposes of the *Real Property Act 1900* (NSW) and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Moorebank Precinct Nominees Proprietary Limited ACN 606 141 566  
Authority: s127 *Corporations Act 2001* (Cth)

---

Signature of Company Secretary/Director

---

Signature of Director

---

Name of Company Secretary/Director

---

Name of Director

**Plan: DP1256178**

Plan of Subdivision of Lot 27 DP1253673 and  
Easements within Lot 4 DP1197707  
Covered by Subdivision Certificate No.  
Dated:

Certified correct for the purposes of the *Real Property Act 1900* (NSW) and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Qube RE Services (No. 2) Pty Limited ACN 605 751 782  
Authority: s127 *Corporations Act 2001* (Cth)

---

Signature of Company Secretary/Director

---

Signature of Director

---

Name of Company Secretary/Director

---

Name of Director

**Plan: DP1256178**

Plan of Subdivision of Lot 27 DP1253673 and  
Easements within Lot 4 DP1197707  
Covered by Subdivision Certificate No.  
Dated:

Certified correct for the purposes of the *Real Property Act 1900* (NSW) and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Signature of attorney

\_\_\_\_\_  
Name of attorney

Power of attorney registered  
book 4676 no. 134  
\_\_\_\_\_

Authority

The Trust Company Limited ACN 004 027 749

Corporation

# MEMORANDUM

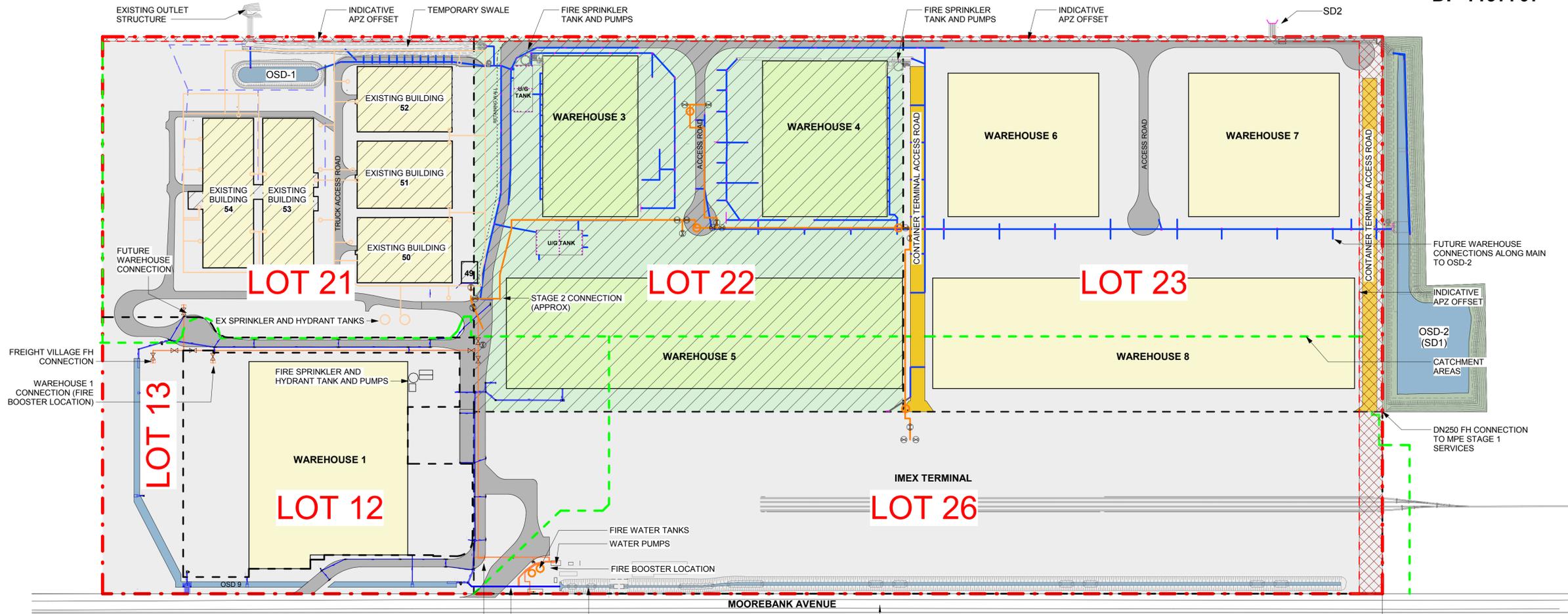
MPE Stage 2 SSD-7628 Staged Subdivision (A6)

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## ATTACHMENT 3 - SUPPORTING INFORMATION

**LOT 4  
DP 1197707**



LEGEND	
	SITE BOUNDARIES
	LOT BOUNDARIES
	FIRE WATER
	STORMWATER/DRAINAGE AND OSDS
	FH ISOLATION VALVES
	EXISTING FIRE HYDRANT RETICULATION
	EXISTING STORMWATER SWALE DRAINAGE
	CATCHMENT BOUNDARIES
	LOT 22
	INDICATIVE APZ OFFSET
	ACCESS ROADS
	CONTAINER TERMINAL ACCESS ROADS

**NOTES:**

- ALL FFL LEVELS ±500mm.
- ALL LEVELS AND EXTENTS ARE INDICATIVE & SHOULD BE READ IN CONJUNCTION WITH ENG. DWGS

**REFERENCE DRAWINGS**

OSD AND LOT 21-23 STORMWATER RETICULATION: COSTIN ROE - W3W4-COS-CV-DWG-0402-6; DATED 31/01/2020

LOT 21-23 FH RETICULATION: SPARKS AND PARTNERS - PIWE-SPA-HY-DWG-1005(9); DATED 14/01/2020

LOT 12-13 STORMWATER AND FH RETICULATION: ARCADIS - PIWE-ARC-FR-DWG-14100-B; DATED 21/09/2018

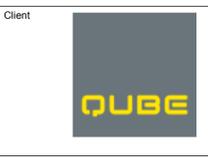
IMEX SWALE: ARCADIS - IMEX-ARC-CV-DWG-7201-C; DATED 27/02/2019

# PRELIMINARY - FOR DISCUSSION ONLY

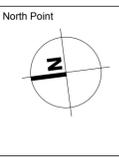
Notes	Issue	Description	Date	DR	CH
-This drawing and design is subject to Reid Campbell (NSW) Pty Ltd copyright and may not be reproduced without prior written consent. -Contractor to verify all dimensions on site before commencing work. -Report all discrepancies to project manager prior to construction. -Figured dimensions to be taken in preference to scaled drawings. -All work is to conform to relevant Australian Standards and other Codes as applicable, together with other Authorities' requirements and regulations.	A	Preliminary Issue - for Discussion	19/03/2020	AM	MF
	B	OSD-2 Label Updated	23/03/2020	AM	MF

**REID CAMPBELL**  
Architecture, Interiors, Project Management  
ACN 002 033 891 ABN 28 517 959 875  
Level 15, 124 Walker Street  
North Sydney NSW 2060 Australia  
Tel: 61 02 9954 5011 Email: sydney@reidcampbell.com  
Fax: 61 02 9954 4946 Web: www.reidcampbell.com

**PRECINCT  
MASTER PLAN**



Client	Managing Consultant	Project
		MOOREBANK LOGISTICS PARK 400 MOOREBANK AVENUE, MOOREBANK, NSW
Drawn	Checked	Print Date
AM	MF	23/03/2020 11:09:24 AM



Drawing Title	Issue
LOT 22 SUPPORTING INFORMATION	B
Drawing Number	
PREC-RCG-AR-SKC-168	

# MEMORANDUM

MPE Stage 2 SSD-7628 Staged Subdivision (A6)

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## ATTACHMENT 4 - STATEMENT FROM THE REGISTERED SURVEYOR



**Sydney**  
"Parklands Estate"  
Level 2, 23-29 South Street  
RYDALMERE NSW 2116  
PO Box 1144  
DUNDAS NSW 2117  
T: 61 2 9685 2000

## Schedule 24

### Stage Survey Certificate – Lot 22

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#### Moorebank Intermodal Terminal Development Stage Survey Certificate

Certificate No: 5 - L22

Issue Date: 05-05-2020

To: Qube RE Services (No. 2) Pty Limited in its capacity as trustee of the Moorebank Industrial Terminals Assets Trust  
Qube RE Services (No. 2) Pty Limited in its capacity as trustee of the Moorebank Industrial Terminals Operations Trust  
Qube RE Services (No. 2) Pty Limited in its capacity as trustee of the Moorebank Industrial Warehouse Trust  
Barker Ryan Stewart as Principal Certifying Authority for SSD 7628 – Subdivision

Copy: Moorebank Intermodal Company Limited (**MIC**)

This certificate is given in accordance with the Development and Operations Deed for the Precinct Development between MIC and Precinct Developer Co dated 3/6/2015 (**Development and Operations Deed**). Words defined in the Development and Operations Deed have the same meaning in this certificate.

#### Surveyor details

Name: Roderick Jamison

Company: LandPartners Pty Ltd

Address: Level 2, 23-29 South Street  
Rydalmere NSW

Postcode: 2116

Phone: (02) 9685 2000

Fax: (02) 9685 2001

#### Stage details

Whole of Lot 22

#### Description of works

Construction of Warehouse Works relating to Lot 22 to be created by a subdivision of Lot 27 DP1253673 and associated Precinct Infrastructure Works.

### Surveyor's findings

I certify that, in my opinion the works described above for the site/subsite have been constructed within the lot boundaries of Lot 22 and associated easement boundaries outlined in DP1253673 and are in compliance with (tick applicable plan only):

- the Site Plan for the IMEX Terminal Site; or
- the Site Plan for the Interstate Terminal Site; or
- the Site Plan for the relevant Warehouse Site.

### Surveyor's declaration

I am accredited surveyor and I certify that:

- I am a Registered Surveyor;
- I am a member of the Association of Consulting Surveyors NSW;
- I have at least 5 years' experience in surveying premises of the same type as described above;
- I am a surveyor approved by Moorebank Intermodal Company Limited;
- I have completed the certification free of any conflicts of interest and with due regard to relevant laws and guidelines; and
- this statement is, to the best of my knowledge, true, accurate and complete.

Signature:



Name: Roderick Jamison

Date: 05-05-2020

# MEMORANDUM

MPE Stage 2 SSD-7628 Staged Subdivision (A6)

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## ATTACHMENT 5 - STATEMENT FROM THE SUBDIVISION CERTIFIER

Our Ref: SY180256



7 May 2020

ENGINEERING  
PLANNING  
SURVEYING  
CERTIFICATION

ABN 26 134 067 842

Mr Carl Dumpleton  
NSW Department of Planning, Industry & Environment  
GPO Box 39  
SYDNEY NSW 2001

Dear Carl,

### **Moorebank Logistics Park - Certification of Stage 4 Subdivision**

In my role as the appointed Principal Certifying Authority for the subdivision component of the Moorebank Logistics Park development, I have undertaken a review of the relevant documentation provided and I confirm that I am satisfied that the requirements of Conditions B4 to B10 inclusive of the development approval have been satisfied for the Stage 4 subdivision. A list of documentation relied upon for each condition is provided in the table on the following page.

Should you require any further information regarding the above matter, please do not hesitate to contact me.

Yours faithfully

A handwritten signature in black ink that reads "Garry Ryan". The signature is written in a cursive style with a horizontal line extending from the end of the name.

Garry Ryan | MIEAust CPEng  
Barker Ryan Stewart Pty Ltd

SYDNEY  
P (02) 9659 0005  
E [sydney@brs.com.au](mailto:sydney@brs.com.au)

CENTRAL COAST  
P (02) 4325 5255  
E [coast@brs.com.au](mailto:coast@brs.com.au)

HUNTER  
P (02) 4966 8388  
E [hunter@brs.com.au](mailto:hunter@brs.com.au)

SOUTH EAST QUEENSLAND  
P (07) 5582 6555  
E [seqld@brs.com.au](mailto:seqld@brs.com.au)

[brs.com.au](http://brs.com.au)

## List of Documentation Relied Upon

Condition Number	Consent Requirements	Documentation Relied Upon	Status (✓ - ✗)
Condition B4	The easements outlined in this condition are to be shown on the subdivision plan.	<ul style="list-style-type: none"> <li>Plan of Subdivision and corresponding 88B Instrument provided by Land Partners (Surveyor) show relevant easements.</li> </ul>	✓
Condition B5	The easements shown on the subdivision plan must be consistent with the details from Conditions A22, A23 and A24 of the MPE Stage 2 Development Consent.	<ul style="list-style-type: none"> <li>Email correspondence from the Stormwater Consultant (Costin Roe) dated 7/05/2020, confirming that 'Whole Lot' easements will meet the drainage requirements of their designs.</li> </ul>	✓
Condition B6	The access easements shown on the subdivision plan must be consistent with the details from Conditions A22 of the MPE Stage 2 Development Consent.	<ul style="list-style-type: none"> <li>Email correspondence from the Architectural Consultant (Reid Campbell) dated 15 April 2020, confirming that 'Whole of Lot' easements will meet the access requirements of their architectural designs.</li> </ul>	✓
Condition B7	Survey of the drainage and access works compliant with this condition are to be completed prior to the registration of the plans of subdivision.	<ul style="list-style-type: none"> <li>Schedule 24, dated 5 May 2020 from Land Partners (Surveyor).</li> </ul>	✓
Condition B8	Evidence that the drainage and access easements are consistent with the final approved versions of the amended plans referenced in this condition, is to be submitted to BRS and the Secretary for review.	<ul style="list-style-type: none"> <li>Schedule 24, dated 5 May 2020 from Land Partners (Surveyor).</li> <li>Email correspondence from the Architectural Consultant (Reid Campbell) dated 15 April 2020, confirming that 'Whole Lot' easements will meet the access requirements of their designs.</li> <li>Email correspondence from the Stormwater Consultant (Costin Roe) dated 7 April 2020, confirming that 'Whole Lot' easements will meet the drainage requirements of their designs.</li> </ul>	✓
Condition B9	The section 88B Instrument for each lot is to comply with the requirements of this condition.	<ul style="list-style-type: none"> <li>88B Instrument provided by Land Partners (Surveyor) complies with this condition.</li> </ul>	✓
Condition B10	Subdivision Plan and 88B Instrument compliant with this condition is to be submitted to BRS and the Secretary for review.	<ul style="list-style-type: none"> <li>Plan of Subdivision provided by Land Partners (Surveyor) shows relevant easements.</li> </ul>	✓