

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*

Plan:

Plan of Proposed Subdivision of Part of Lot 214 in DP1221076
being Lot 501 in DP [##] covered by Subdivision Certificate No.
dated

Full name and address of the owner of the land:

Infrastructure NSW ABN 85 031 302 516
AON Tower, Level 27, 201 Kent Street, Sydney NSW 2000

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 or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Support & Shelter (Whole of Lot)	1 2	2 1
2.	Easement for Services (Whole of Lot)	1 2	2 1
3.	Easement to use Fire Stairs and Emergency Egress (Whole of Lot)	1 2	2 1
4.	Easement to Access Hotel Resort Shared Facilities and Areas (Whole of Lot)	1 2	2 1
5.	Easement to Use VIP Shared Lifts (A)	1	2
6.	Easement for Access (B)	1 2	2 1
7.	Easement to Use Shared Lift B2 (C)	1	2
8.	Easement to Use Loading Dock (D)	1	2
9.	Easement for Footway (E)	1	2
10.	Easement to Use Refuse Room (F)	1	2
11.	Easement for Footway (H)	1	2
12.	Easement for Future Services (Whole of Lot)	2	1
13.	Positive Covenant (Condition F14 of SSD)	1	Council
14.	Restriction on the Use of Land	1	Council
15.	Restriction on the Use of Land	2	Council

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Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

Authorised User means

- (a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees (including the tenant's employees, agents, contractors and licensees); and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

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

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

Building Management Statement means the building management statement registered according to the *Conveyancing Act 1919* (NSW) with deposited plan 1204948 (as amended from time to time).

Building Manager has the meaning given to that term in the Hotel Resort Annexure.

Council means City of Sydney Council or its successor.

Detention System means the on-site stormwater detention system located on the Lot Burdened [and the subject of the Development Consent/ Occupation Certificate], including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain or disperse stormwater.

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

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means that site of the Easement identified in the Plan and includes all items within the site of an Easement.

Grantee means:

- (a) the registered proprietor of a Lot Benefited; and
- (b) if, from time to time, a Strata Scheme exists in respect of a Lot Benefited, the Owners Corporation in respect of that Strata Scheme; and
- (c) an Authority Benefited.

Grantor means:

- (a) the registered proprietor of a Lot Burdened; and
- (b) if, from time to time, a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme.

Hotel means the hotel constructed on Lot 1 in the Plan.

Hotel Resort Annexure has the meaning given to that term in the Building Management Statement.

Hotel Resort Building means the structure the subject of the Plan.

Hotel Resort Building Management Committee means the committee appointed under the Hotel Resort Annexure

Hotel Resort Shared Facilities has the meaning given to it in the Hotel Resort Annexure.

Improvement means all improvements, structures and fixtures constructed, erected or installed at any time, including, any walls, support columns, slabs, foundations and footings.

Instrument means this section 88B instrument.

Loading Dock has the meaning given to that term in the Hotel Resort Annexure.

Loading Dock Management Plan has the meaning given to that term in the Hotel Resort Annexure.

Lot 1 means lot 1 in the Plan.

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

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

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

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Occupation Certificate an interim or final (or equivalent) occupation certificate under Part 6 of the *Environmental Planning and Assessment Act 1979* (NSW).

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

Plan means the plan to which this Instrument relates.

Refuse Room has the meaning given to that term in the Hotel Resort Annexure.

Services includes water, sewerage, drainage, gas, electricity, ventilation, lighting, irrigation, exhaust, air conducted air, air conditioned air, garbage, telephone, television or radio impulses or signal services.

Shared Lift B2 has the meaning given that term in the Hotel Resort Annexure.

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

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

VIP Shared Lifts has the meaning given that term in the Hotel Resort Annexure.

The word “includes” in any form is not a word of limitation.

1 Terms of Easement for Support & Shelter (Whole of Lot) numbered 1 in the Plan.

1.1 An easement for support and shelter as defined in and the subject of section 106 of the Development Act is created as if the easement was created under that section of the Development Act.

2 Terms of Easement for Services (Whole of Lot) numbered 2 in the Plan.

2.1 An easement for services as defined in and the subject of section 107 of the Development Act as if the easement was created under that section of the Development Act.

2.2 For the purposes of this Easement, Services includes those Services installed up to and including the later of:

- (a) the date of issue of an Occupation Certificate for lot 1 in the Plan; and
- (b) the date of issue of an Occupation Certificate for lot 2 in the Plan.

2.3 The Hotel Resort Annexure may include provisions in respect of the use, repair and maintenance of the Services or the Easement Site.

2.4 The Hotel Resort Annexure may regulate the apportionment of costs in relation to this Easement.

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2.5 The provisions of the Hotel Resort Annexure will apply to the extent of any inconsistency with the terms of this Easement.

3 Terms of Easement to Use Fire Stairs and Emergency Egress (Whole of Lot) numbered 3 in the Plan.

3.1 The Grantee and Authorised Users may pass and repass across fire stairs and passages within the Lots Burdened by foot only and only for the purpose of egressing from the Lots Benefited:

- (a) in an emergency;
- (b) in the case of a fire or fire drill purposes; or
- (c) if the lifts are not operational or are otherwise unavailable.

3.2 In exercising its powers under clause 3.1, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
- (b) cause as little damage as is practicable to the Lots Burdened and any Improvement on it; and
- (c) make good any collateral damage.

4 Terms of Easement to Access Hotel Resort Shared Facilities and Areas (Whole of Lot) numbered 4 in the Plan.

4.1 The rights under this Easement are subject to completion of construction of the Hotel Resort Shared Facilities and the Grantor must complete construction prior to occupation and use of the Lot Burdened.

4.2 Subject to the provisions of this Easement, the Grantee and its Authorised Users may:

- (a) by any reasonable means pass across each Lot Burdened, to access the Hotel Resort Shared Facilities which the Grantee is entitled to use under the Hotel Resort Annexure; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened, and
 - (ii) taking anything on to the Lot Burdened.

4.3 In exercising those powers, the Grantee and its Authorised Users must:

- (a) leave the Easement Site in a clean and tidy condition and remove all rubbish after use;

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- (b) comply with any rules made by the Grantor from time to time in respect of the Hotel Resort Shared Facilities and the Easement Site;
- (c) comply with the provisions of the relevant provisions of the Hotel Resort Annexure in respect to the Hotel Resort Shared Facilities and the Easement Site;
- (d) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
- (e) cause as little damage as is practicable to the Lots Burdened and any Improvement on it; and
- (f) make good any collateral damage.

4.4 The Grantee and its Authorised Users may access and use the Lot Burdened, but only within the Easement Site, to access and use the Hotel Resort Shared Facilities within the Easement Site, subject to:

- (a) the availability of the Hotel Resort Shared Facilities;
- (b) any rules for the access and use of the Hotel Resort Shared Facilities reasonably determined by the Grantor from time to time; and
- (c) the provisions of the Hotel Resort Annexure.

4.5 Some Hotel Resort Shared Facilities may:

- (a) be closed for periods of time for repair and maintenance;
- (b) used by the Owner of Lot 1 outside usual opening hours for purposes associated with the Hotel,

provided reasonable notice of such closures or proposed use by the Owner of Lot 1 is given to the Grantee.

4.6 The Grantee and its Authorised Users must comply with any rules made under the Hotel Resort Annexure with respect to the Hotel Resort Shared Facilities and the Easement Site.

4.7 The Grantor, acting reasonably (and having proper regard to the provisions of this Easement, the provisions of the Hotel Resort Annexure and the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) a Grantee or an Authorised User, if the Grantee or Authorised User:

- (a) is not adequately clothed;
- (b) is drunk or under the influence of drugs;
- (c) loiters or causes excessive noise;

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- (d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened;
- (e) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Hotel Resort Shared Facilities or the Easement Site; or
- (f) does not comply with any conditions for access and use of the Hotel Resort Shared Facilities or the Easement Site contained in the Hotel Resort Annexure.

4.8 In exercising the powers granted under this Easement, a Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
- (b) cause as little damage as is practicable to the Lots Burdened and any Improvement on it; and
- (c) make good any collateral damage.

4.9 The Hotel Resort Annexure includes provisions in respect of access to Hotel Resort Shared Facilities within the Hotel Resort Building.

4.10 The Hotel Resort Annexure regulates the apportionment of costs in relation to this Easement.

4.11 The provisions of the Hotel Resort Annexure will apply to the extent of any inconsistency with the terms of this Easement.

5 Terms of Easement to Use VIP Shared Lifts (A) numbered 5 in the Plan.

5.1 The rights under this Easement are subject to completion of construction of the VIP shared lifts on the Easement Site and the Grantor must complete construction prior to occupation and use of the Lot Burdened.

5.2 Subject to the provisions of this Easement, the Grantee and its Authorised Users may pass and repass over the Easement Site to access and use the VIP Shared Lifts within the Easement Site:

- (a) on foot;
- (b) with wheelchairs or other disabled access aids; and
- (c) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting any animal permitted under the by-laws for the Strata Scheme, guide dogs and hearing dogs for the visually or hearing impaired).

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- 5.3 The Grantee and its Authorised Users may use any VIP Shared Lift within the Easement Site, subject to:
- (a) availability of the VIP Shared Lifts and any rules of operation for the VIP Shared Lifts reasonably determined by the Grantor from time to time; and
 - (b) the provisions of the Hotel Resort Annexure.
- 5.4 The Easement Site must only be used by Grantee and its Authorised Users to access the Lot Benefited. However, in accordance with the provisions of the Hotel Resort Annexure, the VIP Shared Lifts must not be used:
- (a) for the transportation of materials, bulky objects, furniture, stock, trolleys and other retail goods and materials;
 - (b) by tradespeople undertaking works on the Lot Benefited unless authorised by and accompanied by the Grantor; and
 - (c) any person delivering goods and materials to the Lot Benefited.
- 5.5 The Grantor, acting reasonably (and having proper regard to the provisions of this Easement, the provisions of the Hotel Resort Annexure and the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) a Grantee or an Authorised User, if the Grantee or Authorised User:
- (a) is not adequately clothed;
 - (b) is drunk or under the influence of drugs;
 - (c) loiters or causes excessive noise;
 - (d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened;
 - (e) does not comply with any conditions for access and use of the Easement Site contained in the Hotel Resort Annexure; or
 - (f) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Easement Site.
- 5.6 In exercising the powers granted under this Easement, a Grantee must:
- (a) leave the Easement Site in a clean and tidy condition and remove all rubbish after use;
 - (b) comply with any rules made by the Grantor from time to time in respect of the Easement Site;
 - (c) comply with the provisions of the relevant provisions of the Hotel Resort Annexure in respect to the Easement Site;
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- (d) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
- (e) cause as little damage as is practicable to the Lots Burdened and any Improvement on it; and
- (f) make good any collateral damage.

5.7 The Hotel Resort Annexure includes provisions in respect of the use, repair and maintenance of the VIP Shared Lifts within the Easement Site.

5.8 The Hotel Resort Annexure regulates the apportionment of costs in relation to this Easement.

5.9 The provisions of the Hotel Resort Annexure will apply to the extent of any inconsistency with the terms of this Easement.

6 Terms of Easement for Access (B) numbered 6 in the Plan.

6.1 The rights under this Easement are subject to completion of construction of the parts of the Hotel Resort Building comprising the Easement Site and the Grantor must complete construction prior to occupation and use of the Lot Burdened.

6.2 The Grantee and its Authorised Users may pass and repass with or without vehicles across the Easement Site.

6.3 In exercising the powers granted under this Easement, a Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
- (b) cause as little damage as is practicable to the Lots Burdened and any Improvement on it; and
- (c) make good any collateral damage.

7 Terms of Easement to Use Shared Lift B2 (C) numbered 7 in the Plan.

7.1 The rights under this Easement are subject to completion of construction of the Shared Lift B2 on the Easement Site and the Grantor must complete construction prior to occupation and use of the Lot Burdened.

7.2 Subject to the provisions of this Easement, the Grantee and its Authorised Users may pass and repass over the Easement Site to access and use the Shared Lift B2 within the Easement Site:

- (a) on foot;
- (b) with wheelchairs or other disabled access aids; and

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- (c) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting any animal permitted under the by-laws for the Strata Scheme, guide dogs and hearing dogs for the visually or hearing impaired).

7.3 The Grantee and its Authorised Users may use the Shared Lift B2 within the Easement Site:

- (a) subject to availability of the Shared Lift B2 and any rules of operation for the Shared Lift B2 reasonably determined by the Grantor from time to time; and
- (b) in accordance with the provisions of the Hotel Resort Annexure:
 - (i) for the transportation of materials, bulky objects, furniture, stock, trolleys and other retail goods and materials to and from the Lot Benefited;
 - (ii) by tradespeople undertaking works on the Lot Benefited unless authorised by and accompanied by the Grantor; and
 - (iii) by any person delivering goods and materials to and from the Lot Benefited.

7.4 The Grantor, acting reasonably (and having proper regard to the provisions of this Easement, the provisions of the Hotel Resort Annexure and the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) a Grantee or an Authorised User, if the Grantee or Authorised User:

- (a) is not adequately clothed;
- (b) is drunk or under the influence of drugs;
- (c) loiters or causes excessive noise;
- (d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened;
- (e) does not comply with any conditions for access and use of the Easement Site contained in the Hotel Resort Annexure; or
- (f) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Easement Site.

7.5 In exercising the powers granted under this Easement, a Grantee must:

- (a) leave the Easement Site in a clean and tidy condition and remove all rubbish after use;
- (b) comply with any rules made by the Grantor from time to time in respect of the Easement Site;
- (c) comply with the provisions of the relevant provisions of the Hotel Resort Annexure in respect to the Easement Site;

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- (d) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
- (e) cause as little damage as is practicable to the Lots Burdened and any Improvement on it; and
- (f) make good any collateral damage.

7.6 The Hotel Resort Annexure includes provisions in respect of the use, repair and maintenance of the Shared Lift B2 within the Easement Site.

7.7 The Hotel Resort Annexure regulates the apportionment of costs in relation to this Easement.

7.8 The provisions of the Hotel Resort Annexure will apply to the extent of any inconsistency with the terms of this Easement.

8 Terms of Easement to Use Loading Dock (D) numbered 8 in the Plan.

8.1 The rights under this Easement are subject to completion of construction of the Loading Dock within the Easement Site and the Grantor must complete construction prior to occupation and use of the Lot Burdened.

8.2 Subject to the provisions of this Easement, the Grantee and its Authorised Users may:

- (a) access and use the Lot Burdened, but only within the Easement Site, to access and use the Loading Dock within the Easement Site to load and unload goods and the disposal of garbage, subject to:
 - (i) the availability of the Loading Dock (noting the priority of use given to the Grantor and its Authorised Users under the provisions of the Hotel Resort Annexure);
 - (ii) any rules of operation of the Loading Dock reasonably determined by the Grantor from time to time (including any booking system managed by the Building Manager, the Grantor or any person nominated by the Grantor);
 - (iii) the provisions of the Hotel Resort Annexure; and
 - (iv) the provisions of the Loading Dock Management Plan; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened; and
 - (ii) taking anything on to the Lot Burdened.

8.3 In exercising those powers, the Grantee and its Authorised Users must:

- (a) leave the Easement Site in a clean and tidy condition and remove all rubbish after use;

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- (b) comply with any rules made by the Grantor from time to time in respect of the Loading Dock and the Easement Site;
- (c) comply with the provisions of the relevant provisions of the Hotel Resort Annexure in respect to the Loading Dock and the Easement Site;
- (d) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
- (e) cause as little damage as is practicable to the Lots Burdened and any Improvement on it; and
- (f) make good any collateral damage.

8.4 The Grantor, acting reasonably (and having proper regard to the provisions of this Easement, the provisions of the Hotel Resort Annexure and the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) a Grantee or an Authorised User, if the Grantee or Authorised User:

- (a) is not adequately clothed;
- (b) is drunk or under the influence of drugs;
- (c) loiters or causes excessive noise;
- (d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened;
- (e) does not comply with any conditions for access and use of the Loading Dock or the Easement Site contained in the Hotel Resort Annexure; or
- (f) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Loading Dock or the Easement Site.

8.5 The Hotel Resort Annexure includes provisions in respect of the use, repair and maintenance of the Loading Dock and the Easement Site.

8.6 The Hotel Resort Annexure regulates the apportionment of costs in relation to this Easement.

8.7 The provisions of the Hotel Resort Annexure will apply to the extent of any inconsistency with the terms of this Easement.

9 Terms of Easement for Footway (E) numbered 9 in the Plan.

9.1 The rights under this Easement are subject to completion of construction of the parts of the Hotel Resort Building comprising the Easement Site and the Grantor must complete construction prior to occupation and use of the Lot Burdened.

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- 9.2 Subject to the provisions of this Easement, the Grantor grants to the Grantee and its Authorised Users a full and free right to go, pass and repass at all times over the Easement Site:
- (a) on foot or bicycle;
 - (b) with wheelchairs or other disabled access aids;
 - (c) with trolleys and other non-mechanical devices designed to carry goods; and
 - (d) without vehicles, skateboards, scooters, rollerblades or similar items or animals (but exempting any animal permitted under the by-laws for the Strata Scheme, guide dogs and hearing dogs for the visually or hearing impaired).
- 9.3 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) Authorised Users if that Authorised User:
- (a) is not adequately clothed;
 - (b) is drunk or under the influence of drugs;
 - (c) loiters or causes excessive noise;
 - (d) does not comply with the terms of this easement;
 - (e) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened; or
 - (f) does not comply with any conditions for access and use of the Easement Site contained in the Hotel Resort Annexure; or
 - (g) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Easement Site.
- 9.4 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and
 - (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (c) make good any collateral damage.

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10 Terms of Easement to Use Refuse Room (F) numbered 10 in the Plan.

- 10.1 The rights under this Easement are subject to completion of construction of the Refuse Room and the Grantor must complete construction prior to occupation and use of the Lot Burdened.
- 10.2 Subject to the provisions of this Easement, the Grantee and its Authorised Users may:
- (a) use the Refuse Room within the Easement Site to store garbage receptacles, subject to:
 - (i) the availability of the Refuse Room and any rules of use and operation of the Refuse Room reasonably determined by the Hotel Resort Building Management Committee and Building Manager from time to time; and
 - (ii) the provisions of the Hotel Resort Annexure.
 - (b) do anything reasonably necessary for the purposes referred to in clause 10.1(a) including:
 - (i) entering the Lot Burdened, and
 - (ii) taking anything on to the Lot Burdened.
- 10.3 In exercising those powers, the Grantee and its Authorised Users must:
- (a) leave the Easement Site in a clean and tidy condition;
 - (b) comply with any rules made by the Grantor from time to time in respect of the Refuse Room and the Easement Site;
 - (c) comply with the provisions of the relevant provisions of the Hotel Resort Annexure in respect to the Refuse Room and the Easement Site;
 - (d) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
 - (e) cause as little damage as is practicable to the Lots Burdened and any Improvement on it; and
 - (f) make good any collateral damage.
- 10.4 The Hotel Resort Annexure includes provisions in respect of the use, repair and maintenance of the Refuse Room and the Easement Site.
- 10.5 The Hotel Resort Annexure regulates the apportionment of costs in relation to this Easement.
- 10.6 The provisions of the Hotel Resort Annexure will apply to the extent of any inconsistency with the terms of this Easement.

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*

Plan: Plan of Proposed Subdivision of Part of Lot 214 in DP1221076
being Lot 501 in DP [#] covered by Subdivision Certificate No. dated

Full name and address of the owner of the land: Infrastructure NSW ABN 85 031 302 516
AON Tower, Level 27, 201 Kent Street, Sydney NSW 2000

11 Terms of Easement for Footway (H) numbered 11 in the Plan.

- 11.1 The rights under this Easement are subject to completion of construction of the parts of the Hotel Resort Building comprising the Easement Site and the Grantor must complete construction prior to occupation and use of the Lot Burdened.
- 11.2 Subject to the provisions of this Easement, the Grantor grants to the Grantee and its Authorised Users full and free right to go, pass and repass at all times over the Easement Site:
- (a) on foot;
 - (b) with wheelchairs or other disabled access aids; and
 - (c) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting any animal permitted under the by-laws for the Strata Scheme, guide dogs or hearing dogs for the visually or hearing impaired).
- 11.3 The Grantor, acting reasonably (and having proper regard to the provisions of this Easement, the provisions of the Hotel Resort Annexure and the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) a Grantee or an Authorised User, if the Grantee or Authorised User:
- (a) is not adequately clothed;
 - (b) is drunk or under the influence of drugs;
 - (c) loiters or causes excessive noise;
 - (d) does not comply with the terms of this easement;
 - (e) behaves in a manner that is unlawful or reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened;
 - (f) does not comply with any conditions for access and use of the Easement Site contained in the Hotel Resort Annexure; or
 - (g) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Easement Site.
- 11.4 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and
 - (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (c) make good any collateral damage.

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12 Terms of Easement for Future Services (Whole of Lot) numbered 12 in the Plan.

- 12.1 In this Easement, "Future Services" means any pipes, poles, wires, cables, conduits, structures, and equipment or other services, including water, recycled water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, security, fire, mechanical, conditioned air, telephone and other communications (including broadband internet), television, television or radio impulses or signals services required for the operation of the Hotel or any retail premises within the Lot Benefited.
- 12.2 The Grantee and its Authorised Users may:
- (a) use each Lot Burdened, but only within the Easement Site, to install and provide Future Services to or from each Lot Benefited together with the right to use that part of the Lot Burdened reasonably required to lay pipes, wires, cables, and conduits ("pipes and cables") to and from the Easement Site necessary for the operation of any Future Services provided the pipes and cables will not unreasonably interfere with the use and enjoyment of the Lot Burdened; and
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining the Future Services and pipes and cables.
- 12.3 The Grantee must keep the Future Services and any pipes and cables in good repair and safe condition.
- 12.4 In exercising its rights under this Easement, the Grantee and its Authorised Users must:
- (a) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of the any person authorised by it to exercise the rights granted under this Easement;
 - (b) ensure that the work is fit for purpose and safe;
 - (c) ensure all work is done properly and in a good and workmanlike manner;
 - (d) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (e) cause as little damage as is practicable to the Lot Burdened and any Improvement on it;
 - (f) restore the Lot Burdened as nearly as is practicable to its former condition; and

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(g) make good any collateral damage.

13 Terms of Positive Covenant numbered 13 in the Plan.

13.1 The Grantor must:

- (a) maintain the Detention System in working condition; and
- (b) permit the Council's Authorised Users, upon reasonable notice, to access the Lot Burdened to inspect the Detention System.

13.2 The Grantor must comply with any notices issued by Council regarding rectification or maintenance works to be carried out on the Detention System for compliance.

13.3 In the event the Grantor fails to comply with any notice issued by Council under clause 13.2, Council or Council's Authorised Users may enter the Lot Burdened and carry out those specified works required to be carried out on the Detention System the subject of Council's notice and recover from the Grantor the Council's costs of carrying out those works.

Name of authority empowered to release, vary or modify easement, profit à prendre, restriction, or positive covenant numbered 13 in the Plan.

Council.

14 Terms of Restriction on the Use of Land numbered 14 in the Plan

14.1 The Detention System must not be altered or removed in whole or in part without the written approval of Council.

Name of authority empowered to release, vary or modify easement, profit à prendre, restriction, or positive covenant numbered 14 in the Plan.

Council.

15 Terms of Restriction on the Use of Land numbered 15 in the Plan.

15.1 The lots in the Strata Scheme must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the *Sydney Local Environmental Plan 2012*.

15.2 The Grantor must not provide occupancy rights to a tenant over the Lot Burdened unless the Grantor enters into a residential tenancy agreement with the tenant for a term of at least [12] months.

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Name of authority empowered to release, vary or modify easement, profit à prendre, restriction, or positive covenant numbered 15 in the Plan.

Council.

16 Terms of Effect of the Hotel Resort Annexure

- 16.1 This clause applies to each Easement in this Instrument.
- 16.2 If the Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or its Authorised User, the rules must be consistent with the Easement and the Hotel Resort Annexure.
- 16.3 If the Hotel Resort Annexure allocates responsibility for complying with obligations under an Easement to a different person than that set out in the Easement (e.g. the obligation is imposed on a Hotel Resort Building Management Committee), or the Hotel Resort Annexure imposes rules or conditions on the carrying out of works, repair or maintenance, the Hotel Resort Annexure prevails to the extent of the inconsistency. The relevant Grantor or Grantee must use their reasonable endeavours to ensure that the relevant person complies with these obligations.
- 16.4 If the Hotel Resort Annexure regulates the apportionment of costs in relation to an Easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the Easement and the Hotel Resort Annexure, the Hotel Resort Annexure prevails to the extent of the inconsistency.
- 16.5 If the Hotel Resort Annexure binds the Grantor or Grantee (or any person acting under the Grantor or Grantee) and the Hotel Resort Annexure:
- (a) imposes obligations on the Grantor or Grantee;
 - (b) confers rights on the Grantor or Grantee; or
 - (c) requires the Grantor or Grantee to do or refrain from doing something,
- which are in addition to the rights, obligations or actions conferred, imposed or regulated by the Easement, then the party bound by the Hotel Resort Annexure has the benefit of those rights and the burden of those obligations in addition to the rights and obligations set out in the Easement.

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Dated.....

Execution by the parties:

Certified correct for the purposes of the Real Property Act 1900 and executed for and on behalf of **Infrastructure NSW ABN 85 031 302 516** by its authorised officer in the presence of:

Signature of witness

Signature of authorised officer

Name of witness

Name of authorised officer

Office held