

INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE
STRATA TITLES ACT, 1973

Lengths are in Metres

Sheet 1 of 8 Sheets

Plan:

SP. 53413

Plan of Subdivision of
Lot 1 in DP 624210
covered by Council's Certificate
No. 32196 of 19.9.1996

Full Name and Address of Proprietor of the Land:

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 1

1. Identity of Easement firstly referred to
in the abovementioned plan:

Easement for Access with
Ancillary Rights

Schedule of Lots Affected

Lots Burdened
Common Property

Name of Authority Benefited
Sydney City Council

2. Identity of Easement secondly referred
to in the abovementioned plan:

Restriction on Use of Land

Schedule of Lots Affected

Lots Burdened
Every lot except 6, 7, 10, 11 and 115

Lots Benefited
Every other lot

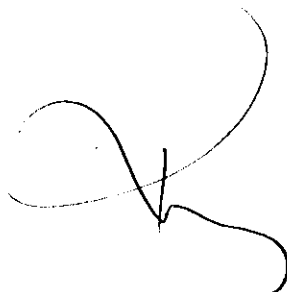
3. Identity of Easement thirdly referred to
in the abovementioned plan:

Positive Covenant

Schedule of Lots Affected

Lots Burdened
Every lot plus Common Property

Authority Benefited
Sydney City Council



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Plan:

SP **53413**

Plan of Subdivision of
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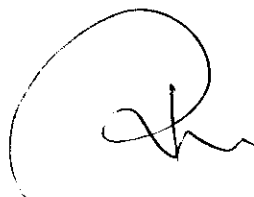
Full Name and Address of Proprietor of the Land:

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PART 2

**1. TERMS OF EASEMENT FOR ACCESS WITH ANCILLARY RIGHTS FIRSTLY
REFERRED TO IN THE ABOVEMENTIONED PLAN:**

- 1.1 Full and free right for the Authorised Users, from time to time and at all times, to enter upon the Easement Site and to remain there for so long as the Authority Benefited or an Authorised User may, in its absolute discretion, determine to enable such Authority Benefited or Authorised User to perform its statutory functions and obligations under the Acts on the Easement Site or on or in that part of Sussex Street to which the Easement Site has frontage TOGETHER WITH THE RIGHT (for such Authority or Authorised User, when performing such statutory functions and obligations) to erect barriers on the Easement Site and to store such tools, implements, machinery or vehicles as may be used by them in conjunction with any works to be performed by them under the Acts.
- 1.2 Any Authorised User is entitled to prevent access to the Easement Site by the Body Corporate or its invitees for so long as it deems necessary to enable it to exercise its rights under Clause 1.1 provided that:
- (a) the Authorised User erects appropriate signs and barriers to indicate to users of the Easement Site that the Easement Site has been temporarily closed off;
 - (b) that if the Authorised User is aware beforehand that it intends to exercise its rights under this easement, the Authorised User gives 48 hours notice, or if the circumstances are such that the Authorised User is unable to give 48 hours notice, such notice (if any) as it can, of its intention to enter the Easement Site to the Body Corporate but in no circumstances will the Authorised User be required to give notice where it enters the Easement Site in cases of an emergency.



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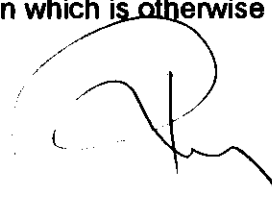
PART 2 (Cont'd.)

1.3 The Body Corporate must erect and retain signs in prominent positions within the vicinity of the Easement Site which:

- (a) are of a size exceeding 900 mm x 1200 mm and, in any case, are of such dimension and include lettering of such size as to be able to be read by occupants of vehicles passing over of the Easement Site;
- (b) restricts the speed with which vehicles may pass over the Easement Site to a speed not exceeding 10 kilometres per hour;
- (c) state that part of the driveway which comprises the Easement Site is subject to being temporarily closed off by the Authorised Users at any time for the purpose of carrying out works under the Acts; and
- (d) include the words "Users of this driveway must proceed with caution at all times".

1.4 The Body Corporate shall indemnify the Authorised Users from and against any liability or loss arising from, and any costs, charges and expenses incurred in connection with any accident, injury and/or damage to any person or property which may occur as a result of the exercise by the Authorised Users of their rights in respect of the Easement Site PROVIDED HOWEVER that this indemnity shall not be deemed to cover:

- (a) any liability or loss and any cost, charge or expense arising from:
 - (i) negligence on the part of the Authorised Users;
 - (ii) a breach of the Acts by the Authorised Users; or
- (b) any claim for compensation which is otherwise provided for in the Acts.



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PART 2 (Cont'd.)

- 1.5 The Body Corporate must not use or occupy (or permit allow or suffer so to be used or occupied) the Easement Site or any part thereof for any purpose other than as a driveway for the passage of vehicles.
- 1.6 Any permission of the Authority Benefited to do anything prohibited by this restriction is a mere licence revocable without giving any period of notice except to the extent that the permission is given in writing and otherwise expressly provides.

2. Severability

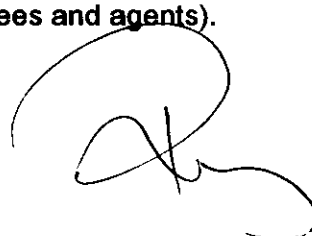
If any of the terms of this easement is judged to be unenforceable or to go beyond what is reasonable but would be judged to be enforceable or reasonable if amendments were made to the terms of this easement, or if any of these terms is overridden by any law, planning instrument, court or other legal body, then the terms of this easement are amended by the minimum amount necessary to enable the terms to be enforceable or reasonable, and the offending terms are suspended from this easement for so long as they are not enforceable or reasonable.

3. Interpretation

For the purposes of this clause:

"Acts" means the Local Government Act 1993, the Roads Act 1993 and the Telecommunications Act 1991 or any subsequent replacement legislation.

"Authorised Users" means the Authority Benefited and its successors and every person authorised by that Authority to exercise the easement for access and ancillary rights (including, but not limited to, Telstra Corporation Limited or its statutory successor, its employees and agents).



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PART 2 (Cont'd.)

"Body Corporate" means the proprietors of the strata plan the subject of this easement.

"Easement Site" means that part of the Lot Burdened as indicated on the plan.

4. Release or Variation of Easement

The easement for access and ancillary rights herein may only be released or varied with the consent of Telstra Corporation Limited or its statutory successor.


2. TERMS OF RESTRICTION ON USE OF LAND SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

No car space forming a lot or part of any lot may be used by persons who are not a registered proprietor, occupant or tenant of a lot, not being a utility lot, or a visitor of a registered proprietor, occupant or tenant of a lot, not being a utility lot.

The registered proprietor or tenant of a lot must not grant or permit to be granted any lease, licence or sublease or otherwise part with possession of any car space forming a lot or part of a lot other than to a registered proprietor, tenant or occupier of a lot not being a utility lot except in conjunction with the lease, licence or transfer of a lot, not being a utility lot.

NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY SUCH RESTRICTION:

Sydney City Council.



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PART 2 (Cont'd.)

3. **TERMS OF POSITIVE COVENANT THIRDLY REFERRED TO IN THE**
ABOVEMENTIONED PLAN:

THE APPLICANT, a prescribed authority within the meaning of section 88E(1) of the Conveyancing Act 1919, imposes the following restriction of the Use of Land of the land ("the Land") referred to above and applies to have such Restriction recorded in the Register.

The Registered Proprietor hereby covenants with Sydney City Council ("the Council") that:

1. **Definitions**

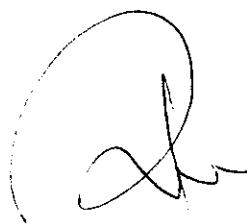
The following words have the following meanings:

"Boundary" means the Northern and Southern boundary of the Land;

"construction" means the development or construction of any building on land abutting the whole or any part of the Boundary and includes the building thereby constructed;

"Council" means Sydney City Council;

"window" means a roof light, glass panel, glass block or brick, glass louvre, glazed sash, glazed door or other device which transmits natural light directly from outside a building to the room concerned when in a closed position.



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PART 2 (Cont'd.)

2. Covenant

The Registered Proprietor hereby covenants with Council that:

- (a) all windows in the building constructed on the Land on the Boundary:
 - (i) shall be sealed, bricked up or otherwise enclosed at Council's direction, to Council's satisfaction and at the Registered Proprietor's cost prior to the commencement of construction, where and to the extent that the construction is intended to abut, adjoin or be within twelve (12) metres of the Boundary.

NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY SUCH COVENANT:

Sydney City Council.



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**THE COMMON SEAL of
MERITON APARTMENTS PTY. LIMITED**
is affixed in accordance with its articles of
association in the presence of:




DIRECTOR


SECRETARY

.....
Signature of authorised person

.....
Signature of authorised person

.....
Office held

.....
Office held

.....
Name of authorised person (BLOCK letters)

.....
Name of authorised person (BLOCK letters)

REGISTERED  25-9-1996