

ePlan

**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 Conveyancing Act 1919.**

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276  
covered by Subdivision Certificate No. SC00020/21

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


BD NSW (MR) PROJECT 0007 Pty. Ltd.  
Level 7  
100 Edward Street  
BRISBANE 4000


19  
(Sheet 1 of ~~20~~ Sheets)

**Part 1 (Creation)**

*AP*

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Positive Covenant	1510, 1516-1525 incl, 1527, 1538 1544-1553 incl 1573, 1574	Hawkesbury Council
2.	Restriction on the Use of Land	each lot except 1586-1594 incl	every other lot except 1586-1594 incl
3.	Positive Covenant	1501-1585 incl	Hawkesbury Council
4.	Positive Covenant	1501-1585 incl	Hawkesbury Council
5.	Restriction on the Use of Land	1501-1585 incl	Hawkesbury Council
6.	Restriction on the Use of Land	1573 & 1574	Hawkesbury Council
7.	Easement to drain water 1m wide (E11)	1594	1588
8.	Easement to drain water 1.5m wide (E1)	1521 1520 1519 1518 1517 1516 1513	1522 1521 & 1522 1520-1522 incl 1519-1522 incl 1518-1522 incl 1517-1522 incl 1516-1522 incl

  
.....  
Authorised person BD NSW (MR) PROJECT

  
.....  
Authorised Person  
Hawkesbury Council

ePlan

**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 Conveyancing Act 1919.**

Plan: **DP1266750**

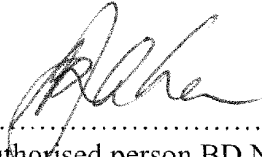
Plan of Subdivision of Lot 1000 DP1263276 covered by Subdivision Certificate No. SC0020/21

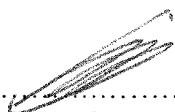
19  
 (Sheet 2 of ~~20~~ Sheets)

AP

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
8. continued	Easement to drain water 1.5m wide (E1)	1511 1524 1525 1527 1547 1546 1545 1544 1541 1540 1539  1550 1551 1552 1553 1555 1556 1557	1516-1522 incl & 1513 1523 1523 & 1524 1523-1525 incl 1548 1547 & 1548 1546-1548 incl 1545-1548 incl 1544-1548 incl 1544-1548 incl & 1541 1544-1548 incl, 1540 & 1541 1549 1549 & 1550 1549-1551 incl 1549-1552 incl 1549-1553 incl 1549-1553 incl & 1555 1549-1553 incl, 1555 & 1556
9.	Positive Covenant	1590	Hawkesbury Council

  
 .....  
 Authorised person BD NSW (MR) PROJECT

  
 .....  
 Authorised Person  
 Hawkesbury Council

ePlan

**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 Conveyancing Act 1919.**

Plan: **DP1266750**

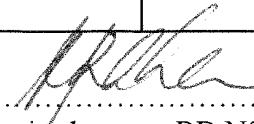
Plan of Subdivision of Lot 1000 DP1263276 covered by Subdivision Certificate No. SC0020/21

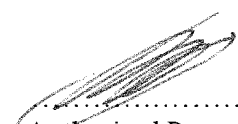
(Sheet 3 of ~~20~~ <sup>19</sup> Sheets)

**Part 1 (Creation)**

RP

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
10.	Easement for Padmount Substation 2.75 wide (E4)	1589, 1593 & 1594	Epsilon Distribution Ministerial Holding Corporation
11.	Restriction on the Use of Land (R1)	Pts. 1586, 1588, 1589, 1592, 1593 & 1594 Designated (R1)	Epsilon Distribution Ministerial Holding Corporation
12.	Restriction on the Use of Land (R2)	Pts. 1586, 1588, 1589, 1592, 1593 & 1594 Designated (R2)	Epsilon Distribution Ministerial Holding Corporation
13.	Easement for retaining wall support 1.5 wide (E7)	1501 1502 1503 1504 1505 1506 1507 1508 1509 1510 1511 1513 1514 1515 1528 1529 1530 1531 1532 1533 1534	1527 1527, 1525 1524, 1525 1524, 1523 1523, 1522 1523, 1521 1520, 1519 1519, 1518 1518, 1517 1517, 1516 1510 1510, 1516 1516 1516 1553 1553, 1552 1552, 1551 1551, 1550 1550, 1549 1549, 1548 1548, 1547

  
 .....  
 Authorised person BD NSW (MR) PROJECT

  
 .....  
 Authorised Person  
 Hawkesbury Council

ePlan

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 Conveyancing Act 1919.

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276 covered by Subdivision Certificate No.


19  
 (Sheet 4 of 20 Sheets)

Part 1 (Creation)

DP

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
13. continued	Easement for retaining wall support 1.5 wide (E7)	1535 1536 1537 1538 1539 1540 1541 1542 1543 1594 1589	1547, 1546 1546, 1545 1545, 1544 1544 1538 1538 1538 1538, 1544 1544 1544 1588 1573 & 1574
14.	Easement for retaining wall support 0.5 wide (E71)	1556	1555
15.	Easement for underground cables 1 wide (E8)	1567, 1580 & 1589	Epsilon Distribution Ministerial Holding Corporation
16.	Right of Access 10 wide (E2)	1590	Hawkesbury Council
17.	Right of Access 4 wide (E3)	1590	Hawkesbury Council
18.	Right of Footway 20 wide (E5)	1590	Hawkesbury Council
19.	Right of Access 5 wide (E9)	1589	Epsilon Distribution Ministerial Holding Corporation
20.	Easement to drain water 3 wide (E12)	1589, 1590	Hawkesbury Council
21.	Easement to drain water 5 wide (E13)	1594 Ploughmans Boulevard	Hawkesbury Council 1589

  
 .....  
 Authorised person BD NSW (MR) PROJECT

  
 .....  
 Authorised Person  
 Hawkesbury Council

Ref: 16800-15C DP1266750

Electronic signature affixed by me,  
 or at my direction on 10-Jan-2022

ePlan

**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 Conveyancing Act 1919.**

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276  
covered by Subdivision Certificate No. SC0020 | 21

19  
(Sheet 5 of ~~20~~ Sheets)

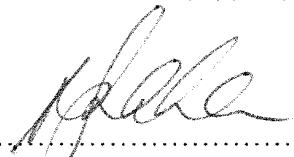
RP

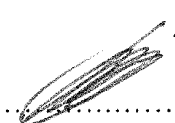
## Part 2 (Terms)

### 1. Terms of Positive Covenant numbered one in the abovementioned plan

The owners of the lots burdened covenant with Hawkesbury Council (**Council**) to maintain and repair the retaining wall on the burdened lots in accordance with the following terms and conditions:

- (a) each owner of a lot burdened will, at their cost, maintain and repair and keep the retaining wall as the same material, dimensions and levels, which existed at the time of registration, as well as, maintained and repaired, so that the retaining wall functions in a safe and effective manner as determined by Council;
- (b) for the purpose of ensuring compliance with this covenant, Council may by its servants or agents at any reasonable time and upon giving an owner of a burdened lot not less than 2 days' notice (but at any time without notice in the case of an emergency), enter the land and view the state of construction, maintenance or repair of the retaining wall on the burdened lot and any works on the burdened lot;
- (c) by written notice Council may require each owner of a burdened lot to attend to any matter or carry out any work within such time as Council may require to ensure the proper and efficient performance of the retaining wall on that owner's burdened lot;
- (d) Section 88F(2)(a) of the Act will apply to any works performed under clause 1(c);
- (e) pursuant to section 88F(3) of the Act, Council has the following additional powers:
  - (i) in the event that an owner of a burdened lot fails to comply with the terms of any written notice issued by Council as set out in (c) above, Council or its authorised agents may enter that burdened lot with all necessary equipment and carry out any work which Council in its discretion considers reasonable;

  
.....  
Authorised person BD NSW (MR) PROJECT

  
.....  
Authorised Person  
Hawkesbury Council

ePlan

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 Conveyancing Act 1919.

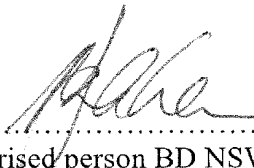
Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276  
covered by Subdivision Certificate No. SC0020/21

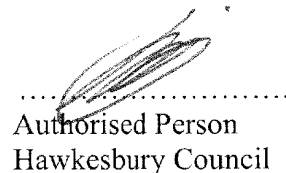
19  
(Sheet 6 of ~~20~~ Sheets)  
RP

**Part 2 (Terms)**

- (ii) Council may recover from each owner of a burdened lot:
1. any expense reasonably incurred by Council in exercising its powers under clause 1(e)(i) in respect of that owner's lot. For the purposes of this clause 1(e)(ii)(1) such expense will include, without limitation:
    - i. reasonable wages for Council's employees engaged in effecting, supervising and administering the works ; and
    - ii. any costs reasonably incurred by Council in connection with the works;
  2. legal costs on an indemnity basis for issuing any notice and for recovering any cost or expense (including any cost associated with registering a covenant charge on the relevant burdened lot pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act).
- (f) This covenant shall bind all persons who claim under the owners of the lots burdened as stipulated in Section 88E(5) of the Act.
- (g) For the purposes of this positive covenant "**the Act**" means the *Conveyancing Act 1919 (NSW)* (as amended from time to time).



.....  
Authorised person BD NSW (MR) PROJECT



.....  
Authorised Person  
Hawkesbury Council

ePlan

**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 Conveyancing Act 1919.**

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276  
covered by Subdivision Certificate No. **SC0020/21**

19  
(Sheet 7 of ~~20~~ Sheets)

**RP**

**Part 2 (Terms)**

**2. Terms of Restriction on the Use of Land numbered two in the abovementioned plan.**

2.1 No building shall be erected or permitted to remain erected on each lot burdened without the prior written consent of the Developer to the plans and specifications for the building which consent shall not be withheld if:

2.1.1 The plans and specifications have attached to it a report from a registered surveyor, architect, building designer or licensed builder certifying that on completion in accordance with the plans and specifications, the proposed building will comply with the Hawkesbury Development Control Plan ("DCP"), and the Redbank Design and Landscape Guidelines; and

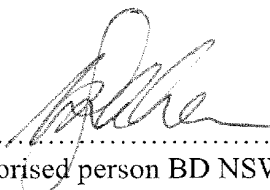
2.1.2 the Developer in its absolute discretion considers that the plans substantially comply with the DCP and the Redbank Design and Landscape Guidelines.

**2.2 Alterations**

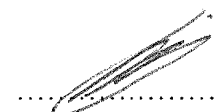
No alterations or additions may be made to any lot or any change to any building erected on any lot altering its colour, the materials used in its construction or the façade which does not comply with the requirements of the DCP and the Design and Landscape Guidelines. Nothing in this restriction shall prevent any work in the nature of repair or refurbishing that is consistent with the original construction.

**2.3 Display Homes**

No building shall be erected on a burdened lot or permitted to remain on a burdened lot which is used or intended to be used as a Display Home, other than by the Developer, or with the approval of the Developer (which approval will be given or withheld in the Developer's absolute discretion.)



.....  
Authorised person BD NSW (MR) PROJECT



.....  
Authorised Person  
Hawkesbury Council

ePlan

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 Conveyancing Act 1919.

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276 covered by Subdivision Certificate No. SC0020 | 21

(Sheet 8 of <sup>19</sup>~~20~~ Sheets)

RP

### Part 2 (Terms)

#### 2.4 Definitions:

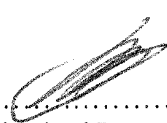
- 2.4.1 "**BD NSW**" means BD NSW (MR) Project O007 Pty Ltd (ACN 123 888 773).
- 2.4.2 "**Developer**" means BD NSW and its successors in title to the Estate to which BD NSW assigns the benefit of this restrictive covenant, provided the successor in title has notified the other proprietors in the Estate that it is the "Developer" for the purposes of this Restriction of Use.
- 2.4.3 "**Display Home**" means a structure, usually a house, which is used to market or sell houses of the same or a similar type and which is intended to show what living space and features of houses are available to be built in the Estate or elsewhere.
- 2.4.4 "**Estate**" means all of the land comprised in the estate known as "Redbank" being the land more particularly described in Certificate of Title 74/1187236, as it may be subdivided from time to time.
- 2.4.5 "**Redbank Design and Landscape Guidelines**" shall mean the Redbank Design and Landscape Guidelines for The Promenade Stage 1 (Lots 1501-1585) issued under the name of 'Redbank North Richmond'.

2.5 This Restriction on Use was required as a condition of Hawkesbury Council development consent Development Application number DA0498/18

#### 3. Terms of Positive Covenant numbered three in the abovementioned plan.

Any dwelling constructed on the lot(s) hereby burdened must have a minimum of 50% of the roof area drained to a rainwater tank(s). The rainwater tanks are to have a minimum capacity of 3000 litres and be plumbed for at least one domestic internal use (toilet flushing and/or laundry use). Any rainwater tank overflows, roof and hardstand areas of future development on the lot(s) burdened must be connected to a suitable on site storm water disposal/infiltration system.

.....  
  
Authorised person BD NSW (MR) PROJECT

.....  
  
Authorised Person  
Hawkesbury Council



ePlan

**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 Conveyancing Act 1919.**

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276  
covered by Subdivision Certificate No. SC0020/21

(Sheet 9 of ~~20~~ <sup>19</sup> Sheets)

RR

**Part 2 (Terms)**

**4. Terms of Positive Covenant numbered four in the abovementioned plan.**

The owner of the lot burdened must manage the entire lot burdened as Inner Protection Areas (IPA) as outlined within Appendix 4 of "Planning for Bush Fire Protection 2019" and the NSW Rural Fire Service's document "Standards for Asset Protection Zones", as it may be varied, added to or replaced from time to time.

**5. Terms of Restriction on the Use of Land numbered five in the abovementioned plan.**

The owner of the lot burdened may not subdivide the lot burdened despite a smaller lot size being permitted by the site specific provisions of the Development Control Plan.


**6. Terms of Restriction on the Use of Land numbered six in the abovementioned plan.**

The owner of the lot(s) burdened must not remove or permit to be removed the fence existing within 1m of the boundary designated 'x'-y'-z' at the time of registration of the abovementioned plan, where that lot shares a common boundary with a residual lot, open space lot or public road reserve. The owner must maintain this fence to the same standard that existed at the time of registration of the abovementioned plan described as a plain, natural timber post and rail/wire fence.

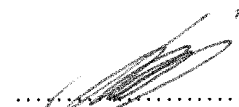
**7. Terms of Positive Covenant numbered nine in the abovementioned plan**

The owner of the Lot burdened must maintain the Lot as an interim asset protection zone as managed grassland as described in the bush fire report prepared by Molino Stewart for the proposed Southern Heights Precinct Residential Subdivision (dated 29/10/18) and peer review of the report by Envirotech (dated 14/12/19)

The asset protection zone shall be managed as an inner protection area as outlined within Planning for Bush Fire Protection 2019 and the Rural Fire Service's document "Standards for Asset Protection Zones".



.....  
Authorised person BD NSW (MR) PROJECT



.....  
Authorised Person  
Hawkesbury Council

ePlan

**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 Conveyancing Act 1919.**

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276  
covered by Subdivision Certificate No. *SC0020/21*

*19*  
(Sheet 10 of ~~20~~ Sheets)

*DP*

**Part 2 (Terms)**

**8. Terms of Easement for Padmount Substation (E4) 2.75 wide numbered ten in the abovementioned plan**

The terms set out in Memorandum No AK104621 registered at NSW Land Registry Service are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

**9. Terms of Restriction on the Use of Land (R1) numbered eleven in the abovementioned plan**

9.1 Definitions:

9.1.1 120/120/120 fire rating and 60/60/60 fire rating means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530;

9.1.2 building means a substantial structure with a roof and walls and includes any projections from the external walls;

9.1.3 erect includes construct, install, build and maintain;

9.1.4 restriction site means that part of the lot burdened affected by the restriction on the use of land shown as (R1) on the plan.

9.2 No building shall be erected or permitted to remain within the restriction site unless:

9.2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating; and

9.2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating; and

9.2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

.....  
Authorised person BD NSW (MR) PROJECT

.....  
Authorised Person  
Hawkesbury Council

ePlan

**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 Conveyancing Act 1919.**

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276


covered by Subdivision Certificate No. SC0020/21

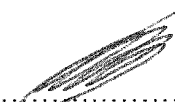
19  
(Sheet 11 of ~~20~~ Sheets)

RF

### Part 2 (Terms)

- 9.3 The fire ratings mentioned in clause 9.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 9.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 9.4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 9.4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.
10. **Terms of Restriction on the Use of Land (R2) numbered twelve in the abovementioned plan**
- 10.1 Definitions:
- 10.1.1 **erect** includes construct, install, build and maintain.
- 10.1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land shown as (R2) on the plan.

  
.....  
Authorised person BD NSW (MR) PROJECT

  
.....  
Authorised Person  
Hawkesbury Council

ePlan

**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 Conveyancing Act 1919.**

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276  
covered by Subdivision Certificate No. *SC0020/21*

*19*  
(Sheet 12 of ~~20~~ Sheets)

*DP*

**Part 2 (Terms)**

10.2 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

10.3 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

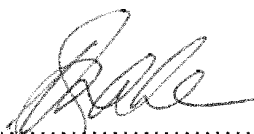
10.3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

10.3.2. The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of

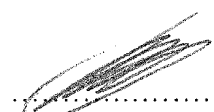
**11. Terms of Easement for Retaining Wall Support 1.5 wide (E7) numbered thirteen and 0.5 wide (E71) numbered fourteen in the abovementioned plan**

11.1 The owner of the lot burdened must not:

- (a) interfere with the retaining wall or the support it offers, or
- (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall.



.....  
Authorised person BD NSW (MR) PROJECT



.....  
Authorised Person  
Hawkesbury Council

ePlan

**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 Conveyancing Act 1919.**

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276  
covered by Subdivision Certificate No. *SC0020/21*

*19*  
(Sheet 13 of ~~20~~ Sheets)

*DP*

### Part 2 (Terms)

- 11.2 If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.
- 11.3 If the owner of the lot burdened does not comply with the notice set out in clause 11.2 within 14 days, the owner of the lot benefited may:
- (a) enter the lot burdened and repair the damage or remove the impairment, and
  - (b) recover its reasonable costs from the owner of the lot burdened.
- 11.4 In exercising those powers, the owner of the lot benefited must:
- (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.


**12. Terms of Easement for underground cables 1 wide (E8) numbered fifteen in the abovementioned plan**

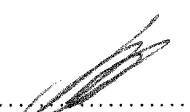
The terms set out in Memorandum No AK104616 registered at NSW Land Registry Services are incorporated into this document.

**13. Terms of Right of Access 10 wide (E2) and 4 wide (E3) numbered sixteen & seventeen in the abovementioned plan.**

Terms of right of access as per Part 11 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

- 13.1 The easement is a temporary extension of the adjoining public road and will function as a public road in accordance with the definition of "public road" included in the Roads

  
.....  
Authorised person BD NSW (MR) PROJECT

  
.....  
Authorised Person  
Hawkesbury Council

ePlan

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 Conveyancing Act 1919.

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276 covered by Subdivision Certificate No.

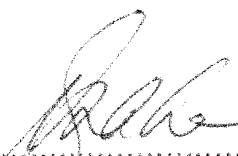
19  
(Sheet 14 of 20 Sheets)

RR


Part 2 (Terms)

Act 1993 for the purpose of providing access across the easement site.

- 13.2 The easement is made accessible to the public.
- 13.3 The easement will be extinguished upon the extension of the adjoining public road to which it relates.
14. Terms of Right of Access 5 wide (E9) numbered twenty in the abovementioned plan.
- Terms of right of access as per Part 11 Schedule 4A of the Conveyancing Act 1919 as amended.

  
.....  
Authorised person BD NSW (MR) PROJECT

Ref: 16800-15C DP1266750

  
.....  
Authorised Person  
Hawkesbury Council

Electronic signature affixed by me,  
or at my direction on 10-Jan-2022

ePlan

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 Conveyancing Act 1919.

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276 covered by Subdivision Certificate No.

19  
(Sheet 15 of ~~20~~ Sheets)  
RP

Part 2 (Terms)

Name of Authority empowered to release, vary or modify Easements numbered one, three, four, five, six, nine, thirteen, fourteen, sixteen, seventeen & eighteen in the abovementioned plan

Hawkesbury Council.


Name of Authority empowered to release, vary or modify terms of Easements and Restrictions numbered ten, eleven, twelve, fifteen and twenty in the abovementioned plan


Epsilon Distribution Ministerial Holding Corporation.

Name of person whose consent is required to release, vary or modify Restriction numbered two in the abovementioned plan

The Developer until the later of:

- (a) the date being [five years] from the date of registration of the plan to which this instrument relates; and
- (b) the date on which the Developer ceases to own a lot within the Estate to which this instrument relates, and thereafter Hawkesbury Council.

  
.....  
Authorised person BD NSW (MR) PROJECT

  
.....  
Authorised Person  
Hawkesbury Council

Ref: 16800-13C DP1266750

Electronic signature affixed by me,  
or at my direction on 10-Jan-2022

ePlan

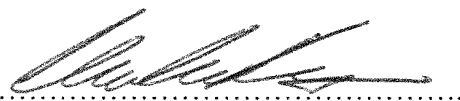
**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276 covered by Subdivision Certificate No. SC00020/21

19  
(Sheet 16 of ~~20~~ Sheets)  
RP

Signed on behalf of BD NSW (MR) PROJECT  
O007 Pty. Ltd. ACN 123 888 773  
By its duly authorised Attorney  
being duly authorised in this behalf (who by  
their execution warrant that their appointment  
Has not been revoked) in the presence of:-



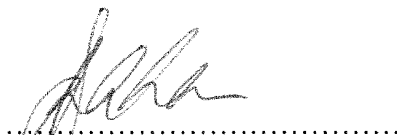
Signature of witness

ANDREW FLAHERTY

Name of witness

123 GOVERNORS DRIVE LAPSTONE

Address of witness NSW 2173



Signature of Attorney

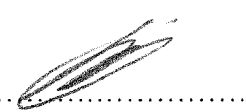
MELINDA GRAHAM

Name of Attorney

Power of Attorney  
dated: 14 OCTOBER 2014  
Book 4676 No. 327



Authorised person BD NSW (MR) PROJECT



Authorised Person  
Hawkesbury Council



ePlan

**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 Conveyancing Act 1919.**

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276 &  
Lot 514 DP1233056  
covered by Subdivision Certificate No.

19  
(Sheet 17 of ~~20~~ Sheets)  
DP

I certify that the attorney signed this instrument in my presence

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to Section 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)

Digitally signed by Natasha Issac  
DN: cn=Natasha Issac, o=AJL, ou=Endeavour Energy, ou=Property Services,  
email=natasha.issac@endeavourenergy.com.au  
Date: 2021.12.28 14:26:52 +1100

Digitally signed by Simon Lawton  
DN: cn=Simon Lawton, cn=AJL, ou=Endeavour Energy, ou=STRATEGIC PROPERTY MANAGEMENT,  
email=SIMON.LAWTON@endeavourenergy.com.au  
Date: 2021.12.28 14:04:35 +1100

.....  
Signature of Witness

.....  
Signature of Attorney

.....  
Name of Witness

Name and position of Attorney:

Simon Lawton  
Strategic Property Manager

Natasha Issac

Power of Attorney: Book 4793 N° 57

Address of Witness:

c/- Endeavour Energy  
51 Huntingwood Drive  
HUNTINGWOOD NSW 2148

Signing on behalf of:

Endeavour Energy Network Asset Partnership  
ABN 30 586 412 717

Endeavour Energy reference:

.....  
URS24650

Date of signature: 08/12/2021

.....  
Authorised person BD NSW (MR) PROJECT

.....  
Authorised Person  
Hawkesbury Council

ePlan

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 Conveyancing Act 1919.

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276 covered by Subdivision Certificate No. SC0020/21

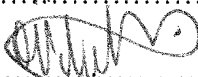
18 19  
(Sheet ~~19~~ of 20 Sheets)  
RP

National Australia Bank Limited ACN 004 044 937


Executed by its Level 2 Attorney TILLIE WILSON

Under Power of Attorney No 152 No. 39

this 12<sup>th</sup> Day of January 2022



(By executing this instrument the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney)



(Signature of Witness)

ANDREW FUAHERTY

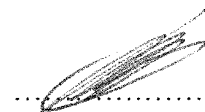
(Name of Witness)

123 GOVERNORS DRIVE LIPSTONE 2773

(Address of Witness)



Authorised person BD NSW (MR) PROJECT



Authorised Person  
Hawkesbury Council

ePlan

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 Conveyancing Act 1919.

Plan: **DP1266750**

Plan of Subdivision of Lot 1000 DP1263276 covered by Subdivision Certificate No. SC0020 | 21

19 19  
(Sheet 20 of 20 Sheets)  
RP

Hawkesbury Council by its authorised delegate pursuant to s.377 Local Govt. Act, 1993

.....  
Signature of delegate


SIMON HEUNG  
Name of delegate

I certify that I am an eligible witness and that the delegate signed in my presence.

Rebecca McDonald  
Signature of Witness

REBECCA McDONALD  
Name of Witness

366 GEORGE STREET, WINDSOR  
Address of Witness

REGISTERED:  17/01/2022

[Signature]  
Authorised person BD NSW (MR) PROJECT

.....  
Authorised Person  
Hawkesbury Council