

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: **DP1199661**

Plan of Subdivision of Lot 315 DP1199660 covered by Subdivision Certificate No. *16007*

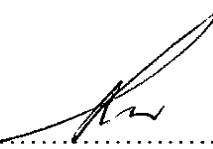
Full name and address of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
 Level 7
 100 Edward Street
 BRISBANE 4000

(Sheet 1 of 13 Sheets)

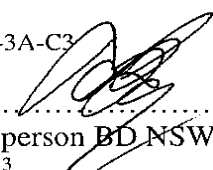
Part 1 (Creation)

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:
<i>DP</i> 1	Restriction on the Use of Land (R11)	<i>Part of</i> 342	Endeavour Energy
<i>DP</i> 2	Restriction on the Use of Land (R12)	<i>Part of</i> 342	Endeavour Energy
3	Easement for retaining wall support 0.5 wide	342	Part lot 341 designated 'AA'
<i>DP</i> 4	Easement for telecommunications cables 0.6 wide (E3)	342	NBN Co Limited
5	Positive Covenant	342	Hawkesbury Council
6	Positive Covenant	342	Hawkesbury Council
7	Restriction on the use of land	each lot except 341	every other lot except 341
8	Restriction on the use of land	each lot except 341	every other lot except 341



.....
 Authorised Person
 Hawkesbury Council

Ref: B16800-3A-C3
 DP1199661



.....
 Authorised person **BD NSW (MR) PROJECT**
 Legal/45188891_3

Plan: **DP1199661**

ePlan
Plan of Subdivision of Lot 315 DP1199660
covered by Subdivision Certificate No. **16007**

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

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 2 of 13 Sheets)

Part 2 (Terms)

1. Terms of Restriction on the Use of Land (R11) numbered one in the abovementioned plan

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

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

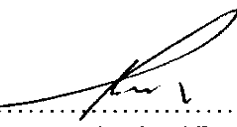
1.1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

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

1.2 The fire ratings mentioned in clause 1.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

1.3 Lessee of Endeavour Energy's Distribution System

1.3.2 Notwithstanding any other provision in this restriction on the use of land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

.....

Authorised Person
Hawkesbury Council

Ref: B16800-34-C3-DP1199661

.....
Authorised person BD NSW (MR) PROJECT
Legal/45188891_3

Plan: **DP1199661**

ePlan
Plan of Subdivision of Lot 315 DP1199660
covered by Subdivision Certificate No. **16007**

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

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 3 of 13 Sheets)

Part 2 (Terms)

1.3.3 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 Endeavour Energy.

1.4 Definitions:

1.4.1 **"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

1.4.2 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls

1.4.3 **"erect"** includes construct, install, build and maintain

1.4.4 **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land shown as (R11) on the plan.

2. Terms of Restriction on the Use of Land (R12) numbered two in the abovementioned plan

2.1 No swimming pool or spa shall be erected or permitted to remain within the restricted site.

2.2 Lessee of Endeavour Energy's Distribution System

2.2.1 Notwithstanding any other provision in this restriction on the use of land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour

.....
Authorised Person
Hawkesbury Council

Ref: B16800-3A-C3 DP1199661

.....
Authorised person BD NSW (MR) PROJECT
Legal/45188891_3

Plan: **DP1199661**

ePlan

Plan of Subdivision of Lot 315 DP1199660
covered by Subdivision Certificate No. **16007**

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

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 4 of 13 Sheets)

Part 2 (Terms)

Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

2.2.2 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 Endeavour Energy.

2.3 Definitions:

2.3.1 "erect" includes construct, install, build and maintain;

2.3.2 "restriction site" means that part of the lot burdened affected by the restriction on the use of land shown as (R12) on the plan.

3. Terms of Easement for Retaining Wall Support 0.5 wide (E4) numbered three in the abovementioned plan

3.1 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.

3.2 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.

.....
Authorised Person
Hawkesbury Council

Ref: B16800-3A-C3-DP1199661

.....
Authorised person BD NSW (MR) PROJECT
Legal/45188891_3

Plan: **DP1199661**

ePlan
Plan of Subdivision of Lot 315 DP1199660
covered by Subdivision Certificate No. **16007**

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

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

(Sheet 5 of 13 Sheets)

Part 2 (Terms)

- 3.3 If the owner of the lot burdened does not comply with the notice set out in clause 3.2 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.
- 3.4 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.

4. Terms of Easement for telecommunications cables 0.6 wide (E3) numbered four in the abovementioned plan

- 4.1 NBN Co Limited (ACN 136 533 741) (NBN Co) may:
- (a) install underground optic fibre cable and transmit data through the optic fibre cable through each lot burdened, but only within the site of this easement ("the Conduit"); and
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened;
 - (ii) taking anything on to the lot burdened;
 - (iii) carrying out work, such as constructing, placing, replacing, varying, adding, removing, repairing or maintaining poles, wires, conduits and equipment within the site of this easement;
 - (iv) removing any trees or vegetation that is reasonably deemed to be obstructing the operation of or access to any equipment contained within the site of the easement



.....
Authorised Person
Hawkesbury Council

Ref: B16800-3A/C3 DP1199661

.....
Authorised person BD NSW (MR) PROJECT
Legal/45188891_3

Plan: **DP1199661**

ePlan

Plan of Subdivision of Lot 315 DP1199660
covered by Subdivision Certificate No. 16007

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

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

(Sheet 6 of 13 Sheets)

Part 2 (Terms)

4.2 In exercising those powers, NBN Co must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on them;
- (d) restore the lot burdened as nearly as is practicable to its former condition, excluding any restoration of fair wear and tear and/or damaged caused by acts beyond the reasonable control of NBNC Co; and
- (e) make good any collateral damage.

CM 4.3 The owner of the lot burdened must not:

- (a) interfere with the Conduit or allow anything to interfere, obstruct, damage or destroy the Conduit or obstruct NBNC Co exercising its rights under the easement; or
- (b) use the site of this easement or any other part of the lot burdened in a way which may detrimentally affect the Conduit; or
- (c) alter the existing ground level contained within or place any building or structure within the site of the easement without NBNC Co's prior consent.

5. Terms of Positive Covenant numbered five in the abovementioned plan.

Any dwelling constructed on the lot 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 over flows, roof and hardstand areas of future development on the lot burdened must be connected to a suitable on site storm water disposal/infiltration system.

.....
Authorised Person
Hawkesbury Council

Ref: B16800-3A-C3 DP1199661

.....
Authorised person BD NSW (MR) PROJECT
Legal/45188891_3

Plan: **DP1199661**

ePlan
Plan of Subdivision of Lot 315 DP1199660
covered by Subdivision Certificate No. **16007**

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

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 7 of 13 Sheets)

Part 2 (Terms)

6. Terms of Positive Covenant numbered six in the abovementioned plan.

At the issue of Subdivision Certificate and in perpetuity the entire property (lot 1) shall be managed as Inner Protection Areas (IPA) as outlined within Section 4.1.3 and Appendix 5 of "Planning for Bush Fire Protection 2006" and the NSW Rural Fire Service's document "Standards for Asset Protection Zones".

7. Terms of Restriction on the Use of Land numbered seven 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 DCP.

8. Terms of Restriction on the Use of Land numbered eight in the abovementioned plan.

8.1 Building

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:

- (a) 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 DCP, and the Redbank Design and Landscape Guidelines; and
- (b) the Developer in its absolute discretion considers that the plans substantially comply with the DCP and the Redbank Design and Landscape Guidelines.

8.2 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

.....
Authorised Person
Hawkesbury Council

Ref: B16800-3A-C3-DP1199661

.....
Authorised person BD NSW (MR) PROJECT
Legal/45188894_3

Plan: **DP1199661**

ePlan
Plan of Subdivision of Lot 315 DP1199660
covered by Subdivision Certificate No. **16007**

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

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 8 of 13 Sheets)

Part 2 (Terms)

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.

8.3 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.)

8.4 Definitions:

- (a) **"BD NSW"** means BD NSW (MR) Project O007 Pty Ltd (ABN 46 828 720 644).
- (b) **"Developer"** means BD NSW and its successors in title to the Estate to which BD NSW assigns the benefit of this Restriction on use, 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.
- (c) **"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.
 - (i) **"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.
 - (ii) **"Redbank Design and Landscape Guidelines"** shall mean the Redbank Design and Landscape Guidelines relevant to the burdened lot issued under the name of 'North Richmond Joint-Venture - Redbank Development (Belmont); and

.....
Authorised Person
Hawkesbury Council

Ref: B16800-3A-C3-DP1199661

.....
Authorised person BD NSW (MR) PROJECT
Legal/45188891_3

Plan: **DP1199661**

ePlan
Plan of Subdivision of Lot 315 DP1199660
covered by Subdivision Certificate No. **16007**

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

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 9 of 13 Sheets)

Part 2 (Terms)

(d) "DCP" means the Hawkesbury Council Development Control Plan 2002, as it may be amended from time to time.

8.5 This Restriction on Use was required to be imposed by Hawkesbury Council.

Name of Authority empowered to release, vary or modify Easements numbered one and two in the abovementioned plan

Endeavour Energy

Name of Authority empowered to release, vary or modify Easement numbered four in the abovementioned plan

NBN Co Limited.

Name of Authority empowered to release, vary or modify Covenants numbered five and six in the abovementioned plan

Hawkesbury Council

Name of Authority empowered to release, vary or modify Restriction numbered eight

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
Hawkesbury Council

Ref: B16800-3A-C3 DP1199661

.....
Authorised person BD NSW (MR) PROJECT
Legal/45188891_3

Plan: **DP1199661**

ePlan
Plan of Subdivision of Lot 315 DP1199660
covered by Subdivision Certificate No. **16007**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 10 of 13 Sheets)

Signed on behalf of **Endeavour Energy**
ABN 59 253 130 878 by its Attorney pursuant
to Power of Attorney Book **4693** No **329**
in the presence of:

A

J Deans

Signature of Witness

Helen Smith

Signature of Attorney

Name: *Helen Smith*

Position: *Manager Property & Fleet*

Deborah Pears

Name of Witness

15 FEBRUARY 2016

Date of Execution

Ref: *URS16031*

c/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

.....
Authorised Person
Hawkesbury Council

Ref: B16800-3A-C3 DP1199661

.....
Authorised person BD NSW (MR) PROJECT
Legal/45188891_3

Plan: **DP1199661**


ePlan
Plan of Subdivision of Lot 315 DP1199660
covered by Subdivision Certificate No. **16007**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 11 of 13 Sheets)

Signed on behalf of BD NSW (MR) PROJECT
O007 Pty. Ltd. 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
LEVEL 1,
..8-10 CASTLEREAGH STREET, PENRITH
Address of witness NSW, 2750


.....
Signature of Attorney

..THOMAS DAMIEN BOYCE.....
Name of Attorney

Power of Attorney
dated: 14-10-2014
Book 4676 No. 327


.....
Authorised Person
Hawkesbury Council

Ref: B16800-3A-C3 DP1199661

.....
Authorised person BD NSW (MR) PROJECT
Legal/45188891_3

Plan: **DP1199661**

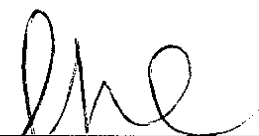
ePlan
Plan of Subdivision of Lot 315 DP1199660
covered by Subdivision Certificate No. **16007**

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

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

(Sheet 12 of 13 Sheets)

Executed by NBN Co Limited ACN 136 533 741 by
its duly appointed attorneys pursuant to Power of
Attorney dated 19 May 2015 registered Book 4689
No. 895, in the presence of:



Signature of Witness

Cheryl Nomarkhas

Name of Witness

Level 11, 100 Arthur St, North
Sydney.

Address of Witness



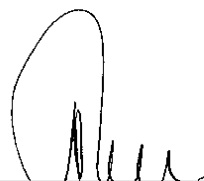
Signature of Witness

Cheryl Nomarkhas

Name of Witness

Level 11, 100 Arthur St, North Sydney

Address of Witness



Signature of Attorney


ANDREW KENNEWELL

Name of Attorney

Tier 4 Attorney.

SENIOR MANAGER, FACILITIES.

Tier and Position Title of Attorney



Signature of Attorney

Graham Millett
GM Facilities & Fleet
Tier 3 Attorney

Name of Attorney

Tier and Position Title of Attorney

.....
Authorised Person
Hawkesbury Council

Ref: B16800-3A-C3 DP1199661

.....
Authorised person BD NSW (MR) PROJECT
Legal/45188891_3

Plan: **DP1199661**

Plan of Subdivision of Lot 315 DP1199660
covered by Subdivision Certificate No. **16007**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 13 of 13 Sheets)

National Australia Bank Limited ACN 004 044 937

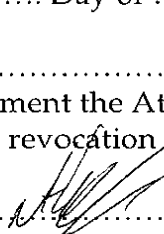
Executed by its Level 2 Attorney MICHAEL SERGENT

Under Power of Attorney No 39 BOOK 4512

this 26th Day of FEBRUARY 2016.

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

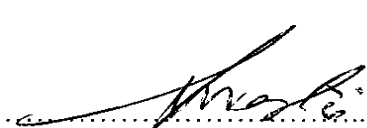
(Signature of Witness)



NED HMEIDAN
ANALYST
NAB Corporate Property NSW

(Name of Witness)

255 George Street Sydney NSW 2000
(Address of Witness)


Authorised Person
Hawkesbury Council

Ref: B16800-3A-C3-DP1199661

Authorised person BD NSW (MR) PROJECT
Legal/45188891_3