

**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:**

**DRAFT ONLY**  
**REVISION: 00 DATE: 06/03/2026**  
**NOT FOR INVESTIGATION**  
**AT NSW LRS**

(Sheet 1 of 13 sheets)

Plan of Subdivision of Lot 2403 in DP1321083  
covered by Subdivision Certificate No.  
Dated:

**Full name and address  
of the owner(s) of the land:**

Mirvac Residential Sub Co Pty Ltd  
(ACN 672 683 797)  
Level 28, 200 George 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(s) or parcel(s)                                                                                                                         | Benefited lot(s), road(s), bodies or Prescribed Authorities                                                                                          |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                                       | Easement for Support, Access and Maintenance<br>0.9 Wide (A)                                                       | 7101<br>7102<br>7103<br>7104<br>7105<br>7106<br>7107<br>7110<br>7112<br>7114<br>7115<br>7118<br>7119<br>7120<br>7121<br>7122<br>7124<br>7126<br>7127 | 7102<br>7103<br>7104<br>7105<br>7106<br>7107<br>7108<br>7109<br>7111<br>7113<br>7114<br>7117<br>7118<br>7119<br>7120<br>7121<br>7123<br>7125<br>7126 |

.....  
Attesting Witness

Plan:

**DRAFT ONLY**  
**REVISION: 00 DATE: 06/03/2026**  
**NOT FOR INVESTIGATION**  
**AT NSW LRS**

(Sheet 2 of 13 sheets)

Plan of Subdivision of Lot 2403 in DP1321083  
covered by Subdivision Certificate No.  
Dated:

|    |                                                                 |                                            |                                |
|----|-----------------------------------------------------------------|--------------------------------------------|--------------------------------|
| 2  | Easement for Drainage of Water 1.5 Wide (B)                     | 7124                                       | Pt 7128 (P15)                  |
| 3  | Easement for Support, Access and Maintenance 0.9 & 2.2 Wide (E) | 7101 – 7115 incl.<br>7116 – 7119 incl.     | Pt 7128 (P16)<br>Pt 7128 (P17) |
| 4  | Easement for Support over Retaining Wall 0.9 Wide (E2)          | 7128                                       | 7101 – 7115 incl.              |
| 5  | Restriction on the Use of Land                                  | 7101 – 7116 incl. & Pts 7128 (P16) & (P17) | Camden Council                 |
| 6  | Restriction on the Use of Land                                  | 7101 – 7127 incl.                          | Camden Council                 |
| 7  | Restriction on the Use of Land                                  | 7116                                       | Camden Council                 |
| 8  | Restriction on the Use of Land                                  | 7101 – 7127 incl.                          | Camden Council                 |
| 9  | Restriction on the Use of Land                                  | 7116                                       | Camden Council                 |
| 10 | Restriction on the Use of Land                                  | 7101 – 7127 incl.                          | Camden Council                 |
| 11 | Restriction on the Use of Land                                  | 7101 – 7127 incl.                          | 7101 – 7127 incl.              |
| 12 | Restriction on the Use of Land                                  | 7101 – 7127 incl.                          | 7101 – 7127 incl.              |
| 13 | Restriction on the Use of Land (K3)                             | Pt 7128 (K3)                               | Camden Council                 |

.....  
Attesting Witness

Plan:

**DRAFT ONLY**  
**REVISION: 00 DATE: 06/03/2026**  
**NOT FOR INVESTIGATION**  
**AT NSW LRS**

(Sheet 3 of 13 sheets)

Plan of Subdivision of Lot 2403 in DP1321083  
covered by Subdivision Certificate No.  
Dated:

## Part 2 (Terms)

### 1. Terms of Easement numbered 1 in the abovementioned plan:

- 1.1. The Owner of the lot burdened grants to the Owner of the lot benefited the right for the lot benefited to be supported by the soil or any structure erected in the Easement Site that the dwelling and associated structures on the lot benefited derives support from.
- 1.2. The Owner of the lot burdened must not do anything which may affect or have tendency to affect the stability of the soil or any structures erected in the Easement Site.
- 1.3. Subject to clause 1.2, the Owner of the lot burdened may carry out repairs and maintenance or improvements to any landscaping within the Easement Site including installing a security gate.
- 1.4. The Owner of the lot benefited, and every person authorised by that person may, by any reasonable means:
  - (a) access and take anything onto the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of constructing, renewing, replacing, painting, repairing and maintaining the dwelling and associated structures adjacent to the Easement Site, situated on the lot benefited, that may or may not be built up to the boundary line adjacent to the lot burdened; and
  - (b) remain on the Easement Site for any reasonable time for the purposes outlined in Clause 1.4 (a).
- 1.5. The Owner of the lot benefited, and every person authorised by that person must:
  - (a) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising their rights under this Easement;
  - (b) comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and
  - (c) except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.
- 1.6. In exercising the powers granted under this Easement, the Owner of the lot benefited must:
  - (a) ensure that all work is done properly;
  - (b) cause as little damage as is practicable to the lot burdened and any improvement on it;
  - (c) restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
  - (d) make good any collateral damage.
- 1.7. The grant of this easement is made subject to the existence of, and the right of the Owner of the lot burdened to construct eaves and guttering from the dwelling on the lot burdened, that overhang the Easement Site.

.....  
Attesting Witness

**Plan:**

Plan of Subdivision of Lot 2403 in DP1321083  
covered by Subdivision Certificate No.  
Dated:

- 1.8. The Owner of the lot burdened and the Owner of the lot benefited acknowledge that it is not the responsibility of Camden Council to determine any dispute in relation to the Easement for Support, Access and Maintenance and any dispute is a civil matter to be resolved between the parties.

**The Authority** whose consent is required to release, vary or modify the Easement numbered 1 in the plan is **Camden Council**.

**2. Terms of Easement numbered 2 in the abovementioned plan:**

An Easement for Drainage of Water as set out in Schedule 8, Part 8 of the *Conveyancing Act 1919 (NSW)*, as amended, together with the following addition:

- (a) The Owners of the lot burdened must not make or permit, or suffer the making of, any alterations to the finished surface levels within the Easement Site.
- (b) Any fencing erected across the Easement Site is to be open form fencing.

**The Authority** whose consent is required to release, vary or modify the Easement numbered 2 in the plan is **Camden Council**.

**3. Terms of Easement numbered 3 in the abovementioned plan:**

- 3.1. The Owner of the lot burdened grants the Owner of the lot benefited a right of support, access and maintenance over that part of the lot burdened containing the Easement Site for the purpose of supporting the retaining wall located on the lot benefited adjacent to the Easement Site (**Retaining Wall**).

- 3.2. The Owner of the lot burdened must not:

- (a) permit any structures within the Easement Site except for:
  - (i) any footings of the Retaining Wall; and
  - (ii) any eaves, guttering or roof forming part of the dwelling erected on the lot burdened that overhangs the Easement Site, but only to the extent that:
    - A. the eaves or roof (not including guttering) do not encroach the Easement Site by more than 450mm; and
    - B. the guttering remains within the Easement Site; and
- (b) do anything which:
  - (i) will damage the Retaining Wall;
  - (ii) will detract from the support of the Retaining Wall; and/or
  - (iii) may affect or have tendency to affect the stability of the soil or footings of the Retaining Wall in the Easement Site.

.....  
Attesting Witness

Plan:

**DRAFT ONLY**  
**REVISION: 00 DATE: 06/03/2026**  
**NOT FOR INVESTIGATION**  
**AT NSW LRS**

Plan of Subdivision of Lot 2403 in DP1321083  
covered by Subdivision Certificate No.  
Dated:

- 3.3. The Owner of the lot benefited, and every person authorised by that person may, by any reasonable means:
- (a) access and take anything onto the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of carrying out any work necessary to ensure the support of the Retaining Wall is maintained; and
  - (b) remain on the Easement Site for any reasonable time for the purposes outlined in Clause 3.3(a).
- 3.4. The Owner of the lot benefited, and every person authorised by that person must:
- (a) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising their rights under this Easement;
  - (b) comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and
  - (c) except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.
- 3.5. In exercising the powers granted under this Easement, the Owner of the lot benefited must:
- (a) ensure that all work is done properly;
  - (b) cause as little damage as is practicable to the lot burdened and any improvement on it;
  - (c) restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
  - (d) make good any collateral damage.

**The Authority** whose consent is required to release, vary or modify the Easement numbered 3 in the plan is **Camden Council**.

.....  
Attesting Witness

Plan:

**DRAFT ONLY**  
**REVISION: 00 DATE: 06/03/2026**  
**NOT FOR INVESTIGATION**  
**AT NSW LRS**

(Sheet 6 of 13 sheets)

Plan of Subdivision of Lot 2403 in DP1321083  
covered by Subdivision Certificate No.  
Dated:

**4. Terms of Easement numbered 4 in the abovementioned plan:**

- 4.1. The Owner of the lot burdened grants the Owner of the lot benefited a right of support over that part of the lot burdened containing the Easement Site for the purpose of supporting the retaining wall located on the Easement Site (**Retaining Wall**).
- 4.2. The Owner of the lot burdened must not:
- (a) do anything which will detract from the support of the Retaining Wall; and
  - (b) permit any structures within the Easement Site that do not form part of the Retaining Wall except for any eaves, guttering or roof forming part of the dwelling erected on the lot burdened that overhangs the Easement Site, but only to the extent that:
    - (i) the eaves or roof (not including guttering) do not encroach the Easement Site by more than 450mm; and
    - (ii) the guttering remains within the Easement Site; and
- 4.3. The Owner of the lot burdened must:
- (a) keep the Retaining Wall in good repair and safe condition; and
  - (b) carry out any work that is reasonably necessary to maintain the Retaining Wall and to protect the structural integrity of the Retaining Wall.

**The Authority** whose consent is required to release, vary or modify the Easement numbered 4 in the plan is **Camden Council**.

**5. Terms of Restriction numbered 5 in the abovementioned plan:**

The Owner of the lot burdened must not, or allow any person to alter, remove or destroy any part of the retaining wall located on the lot burdened, including any soil, planting, footings or fencing associated with the retaining wall structure.

**The Authority** whose consent is required to release, vary or modify the Restriction numbered 5 in the plan is **Camden Council**.

**6. Terms of Restriction numbered 6 in the abovementioned plan:**

No dwelling or structure shall be constructed on the lots hereby burdened unless its maximum height is less than prescribed building heights, noted in the plan titled 'Maximum Building Height Heat Map', prepared by Orion (Ref. 24-0694-DES-00, Plan 021, Revision 2, Dated 20/08/2025).

**The Authority** whose consent is required to release, vary or modify the Restriction numbered 6 in the plan is **Camden Council**.

.....  
Attesting Witness

**Plan:**

Plan of Subdivision of Lot 2403 in DP1321083  
covered by Subdivision Certificate No.  
Dated:

**7. Terms of Restriction numbered 7 in the abovementioned plan:**

No driveway shall be constructed unless it is more than 1 metre from any pram ramp (otherwise known as a kerb ramp) and does not conflict with other road related infrastructure.

**The Authority** whose consent is required to release, vary or modify the Restriction numbered 7 in the plan is **Camden Council**.

**8. Terms of Restriction numbered 8 in the abovementioned plan:**

No dwelling shall be permitted to be constructed on the lots burdened unless the footings of the building have been designed by a suitably qualified civil and/or structural engineer.

**The Authority** whose consent is required to release, vary or modify the Restriction numbered 8 in the plan is **Camden Council**.

**9. Terms of Restriction numbered 9 in the abovementioned plan:**

The Owner of the lot burdened must not allow any graffiti or other unauthorised markings applied to any retaining wall on the lot burdened that faces a street to remain for more than 48 hours after its application.

**The Authority** whose consent is required to release, vary or modify the Restriction numbered 9 in the plan is **Camden Council**.

**10. Terms of Restriction numbered 10 in the abovementioned plan:**

10.1. No buildings or structures shall be constructed on the lots burdened unless all construction works, including earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land, are carried out in accordance with Council's engineering specifications and the salinity control measures outlined in Section 8 of the Salinity Management Plan.

10.2. In this Restriction, "Salinity Management Plan" means the Detailed Salinity Assessment Report, 421 The Northern Road, Cobbitty Lot 2005 in DP1162239, prepared by Geotest Services Pty Ltd, Ref: P33603.1\_R01, dated 2 February 2022, and any updated salinity management plans for the site approved by Camden Council.

**The Authority** whose consent is required to release, vary or modify the Restriction numbered 10 in the plan is **Camden Council**.

.....  
Attesting Witness

**DRAFT ONLY**  
**REVISION: 00 DATE: 06/03/2026**  
**NOT FOR INVESTIGATION**  
**AT NSW LRS**

(Sheet 8 of 13 sheets)

Plan:

Plan of Subdivision of Lot 2403 in DP1321083  
covered by Subdivision Certificate No.  
Dated:

**11. Terms of Restriction numbered 11 in the abovementioned plan:**

- 11.1. No fence shall be erected on a lot burdened to divide it from any adjoining land owned by Mirvac without the consent of Mirvac.
- 11.2. No air-conditioning unit is to be installed:
- (a) in any front porch/ balcony of a lot burdened; or
  - (b) in any area on or in a lot burdened where the air conditioning unit is visible from ground level outside the lot burdened.
- 11.3. No garbage containers and recyclable materials are to be stored on or in any lot burdened unless secured or stored so that they are hidden from view from outside the lot burdened and do not emit odours.
- 11.4. No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened; or
  - (b) in an area designated as being an area where a vehicle may be parked.
- 11.5. No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or any other towable item is visible from ground level outside the lot burdened.
- 11.6. No retaining wall that is visible from ground level outside a lot burdened shall be constructed or permitted to remain constructed unless the retaining wall is constructed of a masonry material.
- 11.7. In this Restriction, "Mircac" means Mircac Residential Sub Co Pty Ltd (ACN 672 683 797) and its successors, nominees or assigns other than purchases on sale.

**The Corporation** whose consent is required to release, vary or modify the Restriction numbered 11 in the plan is **Mircac Residential Sub Co Pty Ltd ACN 672 683 797** and/or its successors, nominees and/or assigns, other than purchases on sales, for such period as it is the Owner of land in the plan and thereafter the Owners of the lots benefited PROVIDED THAT any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.

.....  
Attesting Witness

**Plan:**

Plan of Subdivision of Lot 2403 in DP1321083  
covered by Subdivision Certificate No.  
Dated:

**12. Terms of Restriction numbered 12 in the abovementioned plan:**

- 12.1. No building shall be constructed on the lot burdened, and the Owner of the lot burdened must not make application to Camden Council for a development consent to approve a building to be constructed on the lot burdened, unless the building and ancillary landscaping and fencing complies with:
- (a) the Design Guidelines; and
  - (b) any other conditions required by any relevant Authority.
- 12.2. The Owner of the lot burdened must not do any of the following unless and until the Owner of the lot burdened obtains the prior written approval of the Review Panel:
- (a) erect any building or structure;
  - (b) carry out any siteworks (including fencing, excavation, filling or retaining walls);
  - (c) erect a fence or wall;
  - (d) erect any external sign, hoarding, tank, clothes line, letter box, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any building; or
  - (e) erect or place any external floodlights or spotlights to any lights illuminating any pool or other similar enclosure.
- 12.3. These restrictions shall expire and have no further force or effect on the date being the first to occur of:
- (a) 15 October 2027; and
  - (b) one year after the date an occupancy certificate is issued to the registered proprietor of a dwelling approved by the Review Panel on the last remaining lot in the Development such that there are no further vacant lots in the Development (excluding any lots upon which no dwelling is permitted to be erected).

**The Corporation** whose consent is required to release, vary or modify the Restriction numbered 12 in the plan is **Mirvac Residential Sub Co Pty Ltd ACN 672 683 797** and/or its successors, nominees and/or assigns, other than purchases on sales, for such period as it is the Owner of land in the plan and thereafter the Owners of the lots benefited PROVIDED THAT any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.

.....  
Attesting Witness

Plan:

**DRAFT ONLY**  
**REVISION: 00 DATE: 06/03/2026**  
**NOT FOR INVESTIGATION**  
**AT NSW LRS**

(Sheet 10 of 13 sheets)

Plan of Subdivision of Lot 2403 in DP1321083  
covered by Subdivision Certificate No.  
Dated:

**13. Terms of Restriction numbered 13 in the abovementioned plan:**

- 13.1. For the purpose of this Restriction, the 'APZ Area' means that part of the lot burdened designated 'K3' on the plan.
- 13.2. The APZ Area must be managed as a Temporary Asset Protection Zone (APZ) in accordance with Appendix 4 of the NSW Rural Fire Service 'Planning for Bushfire Protection – A guide for councils, planners, fire authorities and developers' dated 2019 (as amended and updated).
- 13.3. No structures (other than Class 10b structures) may be constructed within the APZ Area.
- 13.4. The Restriction may be released, varied or modified upon the removal of the bush fire hazard as part of the lawful commencement of any future urban development.

**The Authority** whose consent is required to release, vary or modify the Restriction numbered 13 in the plan is **Camden Council**.

**14. Definitions**

In this Instrument:

- (a) **Authority** means a government or governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes Camden Council (or its successor).
- (b) **Benefited Authority** means the Authority having the benefit of an easement under this Instrument.
- (c) **Design Guidelines** means the design guidelines (as may be varied from time to time) specified by the Review Panel which regulate all building and ancillary landscaping work as applicable to the Development.
- (d) **Development** means the development known as "Cobbitty by Mirvac" comprised in Lots 1, 2, 3, 4, 5 and 6 in Deposited Plan 1276275 or any future lots created from the subdivision of these parcels.
- (e) **Easement Site** means in relation to an easement in this Instrument:
  - (i) the site of an easement on the plan; and
  - (ii) all items within the site of the easement identified on the plan which are the subject of the easement.
- (f) **Instrument** means this section 88B instrument.
- (g) **Owner** means a person who is entitled to an estate or interest in possession in a lot.
- (h) **Review Panel** means the Mirvac Design Review Panel.

.....  
Attesting Witness

Plan:

**DRAFT ONLY**  
**REVISION: 00 DATE: 06/03/2026**  
**NOT FOR INVESTIGATION**  
**AT NSW LRS**

(Sheet 11 of 13 sheets)

Plan of Subdivision of Lot 2403 in DP1321083  
covered by Subdivision Certificate No.  
Dated:

## Signatures

### Consent of Owner:

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 **Mirvac Residential Sub Co Pty Ltd**  
(ACN 672 683 797)

Signature of witness:

Signature of attorney:

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

\_\_\_\_\_  
Attorney name:

\_\_\_\_\_  
Address of witness:  
Level 28, 200 George Street Sydney  
NSW 2000

\_\_\_\_\_  
Attorney position:

Power of attorney: Book \_\_\_\_\_

No \_\_\_\_\_

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

\_\_\_\_\_  
Attorney name:

\_\_\_\_\_  
Attorney position:

Power of attorney: Book \_\_\_\_\_

No \_\_\_\_\_

.....  
Attesting Witness

Plan:

**DRAFT ONLY**  
**REVISION: 00 DATE: 06/03/2026**  
**NOT FOR INVESTIGATION**  
**AT NSW LRS**

(Sheet 12 of 13 sheets)

Plan of Subdivision of Lot 2403 in DP1321083  
covered by Subdivision Certificate No.  
Dated:

## Signatures

### Consent of Mortgagee:

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 **Mirvac Cobbitty Pty Ltd**  
(ABN 14 682 963 533)

Signature of witness:

Signature of attorney:

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

\_\_\_\_\_  
Attorney name:

\_\_\_\_\_  
Attorney position:

\_\_\_\_\_  
Address of witness:  
Level 28, 200 George Street Sydney  
NSW 2000

Power of attorney: Book \_\_\_\_\_

No \_\_\_\_\_

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

\_\_\_\_\_  
Attorney name:

\_\_\_\_\_  
Attorney position:

Power of attorney: Book \_\_\_\_\_

No \_\_\_\_\_

.....  
Attesting Witness

Plan:

**DRAFT ONLY**  
**REVISION: 00 DATE: 06/03/2026**  
**NOT FOR INVESTIGATION**  
**AT NSW LRS**

(Sheet 13 of 13 sheets)

Plan of Subdivision of Lot 2403 in DP1321083  
covered by Subdivision Certificate No.  
Dated:

### Signatures

**Executed** by Camden Council by its authorised delegate pursuant to Section 378 of the Local Government Act 1993

\_\_\_\_\_  
Signature of Delegate

\_\_\_\_\_  
Name of Delegate

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

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address of Witness

.....  
Attesting Witness