

(Sheet 2 of 13 sheets)

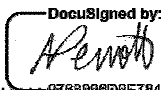
Plan: **DP1289777**

Plan of Subdivision of Lot 171 in DP 1289775
 covered by Subdivision Certificate No. 14.2022.176.3
 Dated: 13.02.2024

4	Right of Access Variable Width (D1)	319	Camden Council
5	Easement for Support, Access and Maintenance 0.9 Wide (E2)	307 308 309 310 311 312	306 306 & 317 316 315 314 313
6	Restriction on the Use of Land	300 – 306 inclusive & 308 – 317 inclusive	Camden Council
7	Restriction on the Use of Land	300 – 317 inclusive	Camden Council
8	Restriction on the Use of Land	306 & 313 – 317 inclusive	Camden Council
9	Restriction on the Use of Land	318 & 319	Camden Council
10	Restriction on the Use of Land	300 – 317 inclusive	300 – 317 inclusive
11	Restriction on the Use of Land	300 – 317 inclusive	300 – 317 inclusive
12	Easement for Drainage of Water (Whole of Lot) (J1)	319	Camden Council
13	Restriction on the Use of Land	319	Camden Council



 Camden Council Authorised Person

DocuSigned by:

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 Attesting Witness

Electronic signature of
 me, Adam Perrott, affixed
 by me, or at my direction

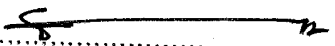
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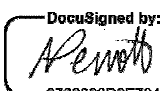
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Dated: **13.02.2024**

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Access 6 Wide (DP 1289775)	171/1289775	5/1276275
2	Easement for Services 6 Wide (DP 1289775)	171/1289775	5/1276275


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Dated: **13.02.2024**

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.


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- 1.8. The Owner of the burdened lot and the Owner of the benefited lot 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, as amended, together with the following addition:

The registered proprietor(s) of the land shall not make or permit, or suffer the making of, any alterations to the finished surface levels within the Easement Site.

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:

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

The registered proprietor(s) of the land shall not make or permit, or suffer the making of, any alterations to the finished surface levels within the Easement Site.

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

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

(a) A Right of Access as set out in Schedule 4A, Part 11 of the Conveyancing Act 1919, as amended, together with right for the benefited authority and every person authorised by it to go, pass and repass across the easement site at all times with or without vehicles.

(b) The rights under this Right of Access terminate on the date that any part of the easement site is dedicated as a public road (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.

(c) Upon satisfaction of the Sunset Event and upon request by the owner of the lot burdened or the benefited authority, the owner of the lot burdened and the benefited authority must do all things necessary (including making application to NSW Land Registry Services (or its successor) to remove the record of the Right of Access from the title of the lot burdened.

(d) In this Easement, "easement site" means the Right of Access marked (D1) on the plan.

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


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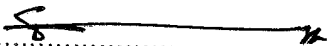
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Dated: 13.02.2024

5. Terms of Easement numbered 5 in the abovementioned plan:

- 5.1. The Owner of the lot burdened grants the Owner of the lot benefited a right of support 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**).
- 5.2. 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.
- 5.3. 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 Retaining Wall is maintained; and
 - (b) remain on the Easement Site for any reasonable time for the purposes outlined in Clause 5.3(a).
- 5.4. 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.


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Electronic signature of
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Attesting Witness

(Sheet 7 of 13 sheets)

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Dated: **13.02.2024**

- 5.5. In exercising the powers granted under this Easement, the Owner of the lot benefited must:
- (a) ensure that all work is done properly; and
 - (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 5 in the plan is **Camden Council**.

6. Terms of Restriction numbered 6 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 6 in the plan is **Camden Council**.

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

No buildings or structures shall be constructed on the lots hereby 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 the salinity / control measures outlined in:

1. Section 8 of the Detail Salinity Assessment Report prepared by Geotest Services (Ref: P33603.1_R01, Dated 2 February 2022),
2. Part 7 - Salinity Management Plan of the Report on Lot Classification and Salinity Assessment prepared by Douglas Partners (Project: 92323.11, Dated November 2023) and,
3. Council's Engineering Specifications.

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:

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 8 in the plan is **Camden Council**.


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me, Adam Perrott, affixed
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Attesting Witness

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Dated: **13.02.2024**

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

No further residential, commercial and industrial development shall be permitted on the lot(s) hereby burdened unless satisfactory arrangements have been made with Camden Council. These arrangements include access to roads, services (water, sewer, electricity and telecommunications) and payment of any outstanding contributions (this may be through further subdivision or consolidation with adjoining lots).

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 fence shall be erected on a lot burdened to divide it from any adjoining land owned by Mirvac without the consent of Mirvac.
- 10.2. 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.
- 10.3. 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 omit odours.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. In this Restriction, "Mircac" means Mirvac Homes (NSW) Pty Limited (ACN 006 922 998) 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 10 in the plan is **Mircac Homes (NSW) Pty Limited ACN 006 922 998** 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.


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- 11. Terms of Restriction numbered 11 in the abovementioned plan:**
- 11.1.** 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 consent authority.
- 11.2.** 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.
- 11.3.** 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 11 in the plan is **Mirvac Homes (NSW) Pty Limited ACN 006 922 998** 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.


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Camden Council Authorised Person

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Electronic signature of
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12. Terms of Easement numbered 12 in the abovementioned plan:

- (a) An Easement for Drainage of Water as set out in Schedule 4A, Part 7 of the Conveyancing Act 1919, as amended, is created.
- (b) The rights under this Easement for Drainage of Water terminate on the date of decommissioning and removal of the Temporary Stormwater Management Measures from the Easement Site (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.
- (c) Upon satisfaction of the Sunset Event and upon request by the Owner of the lot burdened or the benefited authority, the Owner of the lot burdened and the benefited authority must do all things necessary, including making application to NSW Land Registry Services (or its successor) to remove the record of the Easement for Drainage of Water from the title of the lot burdened.

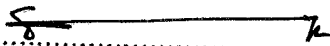
The Authority whose consent is required to release, vary or modify the Easement numbered 12 in the plan is **Camden Council**.

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

- (a) For the purpose of this Restriction, the 'APZ Area' means the whole of Lot 319.
- (b) 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).

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**.

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Camden Council Authorised Person

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 me, Adam Perrott, affixed
by me, or at my direction
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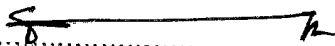
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Dated: **13.02.2024**

14. Definitions

In this Instrument:

- (a) **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.
- (b) **Development** means the development known as "Cobbitty by Mirvac" comprised in means Lots 1, 2, 3, 4, 5 and 6 in Deposited Plan 1276275 or any future lots created from the subdivision of these parcels.
- (c) **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.
- (d) **Instrument** means this section 88B instrument.
- (e) **Owner** means a person who is entitled to an estate or interest in possession in a lot.
- (f) **Review Panel** means the Mirvac Development Review Panel.
- (g) **Temporary Stormwater Management Measures** means the temporary stormwater management measures detailed on the plans approved by Camden Council as subdivision works certificate no. 2022/176/1 dated 07/02/2023.


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Camden Council Authorised Person

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Electronic signature of
me, Adam Perrott, affixed
by me, or at my direction
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Dated: **13.02.2024**

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 Homes (NSW) Pty Limited** ACN 006 922 998

Signature of witness: Electronic signature of me,
Chris Ephraums, affixed by
me, or at my direction on
13/02/2024 at 18:05

Electronic signature of me, Chris Ephraums

affixed by me, or at my direction, on

I certify that I am an eligible witness and that this document was signed in counterpart and witnessed over audio visual link in accordance with s14G of the Electronic Transactions Act 2000 (NSW).

Name of witness:

Chris Ephraums

Address of witness:

200 George St, Sydney

Signature of attorney: Electronic signature of
me, Adam Perrott, affixed
by me, or at my direction
on 13/02/2024 at 18:05

Electronic signature of me, Adam Perrott

affixed by me, or at my direction, on

Attorney name: Adam Perrott

Attorney position: Development Director

Power of attorney: Book 4819

No 748

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Adam Perrott
Electronic signature of
me, Adam Perrott, affixed
by me, or at my direction
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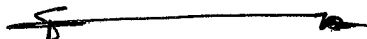
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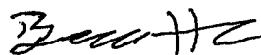
Executed by Camden Council by its authorised delegate pursuant to Section 378 of the Local Government Act 1993



Signature of Delegate

Sugale Mohamed - Manager Development Certification
Name of Delegate

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



Signature of Witness

Benjamin Hibbert
Name of Witness

70 Central Avenue, Oran Park
2570
Address of Witness

REGISTERED:



16/02/2024

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Electronic signature of
me, Adam Perrott, affixed
by me, or at my direction
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