

Instrument setting out terms of Easements or Profits a 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 of the Conveyancing Act 1919

(Sheet 1 of 23 Sheets)

Plan: Plan of subdivision of Lot 100 in Deposited Plan 734467, Lots A and B in Deposited Plan 404055, Lot A in Deposited Plan 405790 and Lot 1 in Deposited Plan 736779 covered by Subdivision Certificate No.

Full name and address of the owner of the land

Lot 1 in Deposited Plan 736779

Perpetual Trustee Company Limited
ACN 000 001 007
 Level 12, 123 Pitt Street
 Sydney NSW 2000

Lot 100 in Deposited Plan 734467
 Lots A and B in Deposited Plan 404055
 Lot A in Deposited Plan 405790

Abacus Group Holdings Limited
ACN 080 604 619
 Level 34, 264-278 George Street
 SYDNEY NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of the easement, profit a 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 services variable width limited in stratum (A)	100	101
2.	Right of carriageway variable width limited in stratum (B)	100 101	101/734467 101/734467
3.	Right of carriageway variable width limited in stratum (C)	100	101
4.	Right of way variable width limited in stratum (DA)	100	101/734467
5.	Right of footway variable width limited in stratum (E)	100	101
6.	Easement for parking variable width limited in stratum (H)	100	101

Plan: Plan of subdivision of Lot 100 in Deposited Plan 734467, Lots A and B in Deposited Plan 404055, Lot A in Deposited Plan 405790 and Lot 1 in Deposited Plan 736779 covered by Subdivision Certificate No.

Number of item shown in the intention panel on the Plan	Identity of the easement, profit a 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
7.	Easement for support variable width limited in stratum (J)	100	101
8.	Easement to drain water 1 wide limited in stratum (K)	100	101
9.	Right of way 7.925 wide and variable limited in stratum (L)	100	106/734466
10.	Right of footway variable width limited in stratum (M)	100	101/734467
11.	Easement for green screen variable width limited in stratum (P)	100	101
12.	Easement for support variable width limited in stratum (Q)	100	101
13.	Restriction on the use of land (R) (part of land only)	100 (that part denoted (R) on the plan)	Inner West Council
14.	Easement for encroaching structure to remain variable width limited in stratum (E1)	100	101
15.	Easement for fire egress and footway variable width limited in stratum (E2)	100	101
16.	Easement for air variable width limited in stratum (E3)	100	101
17.	Easement for boom gate, intercom and card reader variable width limited in stratum (E4)	100	101
18.	Easement for signage 1.315 wide and variable width limited in stratum (E5)	101	100
19.	Easement for services 1.315 wide and variable width limited in stratum (E6)	101	100
20.	Easement for encroaching structure to remain variable width limited in stratum	100	101

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Number of item shown in the intention panel on the Plan	Identity of the easement, profit a 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
	(E7)		
21.	Easement for support and structure of vehicular bridge link variable width limited in stratum (T)	100	101

Part 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of the easement or profit a 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 way 7.925 wide and variable "A" firstly referred to in Deposited Plan 734466	1/736779	101/734467
2.	Right of way 7.925 wide and variable "B" secondly referred to in Deposited Plan 734466	1/736779	A/405790 and A/404055
3.	Right of way variable width limited in height "C" thirdly referred to in Deposited Plan 734466	1/736779	101/734467
4.	Right of way variable width limited in height "D" fourthly referred to in Deposited Plan 734466	1/736779	A/405790 and A/404055
5.	Right of way "F" eighthly referred to in Deposited Plan 734467	1/736779	101/734467
6.	Right of way "H" sixteenthly referred to in Deposited Plan 736779	1/736779	Inner West Council
7.	Easement for overhanging awning	1/736779	A/450790

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Number of item shown in the intention panel on the Plan	Identity of the easement or profit a 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
	referred to in Transfer H487500		
8.	Right of way 7.925 wide and variable firstly referred to in Transfer W477930	1/736779	106/734466
9.	Right of way 7.925 wide and variable secondly referred to in Transfer W477930	1/736779	106/734466
10.	Right of way variable width "A" firstly referred to in Deposited Plan 734467	1/736779	101/734467
11.	Right of way variable width "B" secondly referred to in Deposited Plan 734467	1/736779 1/736779	A/404055 B/405790
12.	Right of way variable width limited in height "C" thirdly referred to in Deposited Plan 734467	1/736779	101/734467
13.	Right of way variable width limited in height "D" fourthly referred to in Deposited Plan 734467	1/736779	A/405790 A/404055
14.	Easement for drainage 1 wide fifthly referred to in Deposited Plan 734466	1/736779	A/405790
15.	Easement for drainage 1 wide seventhly referred to in Deposited Plan 734467	1/736779	A/405790

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PART 2 (Terms)

DEFINITIONS

Where an easement, restriction or other right referred to in this Instrument is limited or partly limited in stratum, it is limited in stratum to the reduced levels on Australian Height Datum shown on the plan.

For the purpose of this Instrument, the following words have the following meanings unless the contrary intention appears:

- (a) **Authorised User** means every person authorised by the Grantee or the Residential Grantee, where applicable, for the purposes of any easement created by this Instrument and includes, but is not limited to, the Grantee's Employees.
- (b) **Bridge** means the vehicular access bridge linking the benefited lot and the burdened lot.
- (c) **Bridge Work** means inspecting, repairing, maintaining or renewing the Bridge, including, where necessary, replacement, upgrading and reconstruction of the Bridge.
- (d) **Grantee** means:
 - (i) every person who is at any time entitled to an estate or interest in possession in the benefited lot, or any part of it with which the right shall be capable of enjoyment;
 - (ii) in the case of an easement in gross, the benefited authority.
- (e) **Grantee's Employees** means employees, servants, agents and contractors of the Grantee.
- (f) **Grantor** means the registered proprietor for the time being of the burdened lot or any part of it (as applicable).
- (g) **Grantor's Employees** means the employees, servants, agents and contractors of the Grantor.

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- (h) **Instrument** means this section 88B Instrument.
- (i) **Plan** means the plan of subdivision to which this Instrument relates.
- (j) **Residential Grantee** means every person who is at any time entitled to an estate or interest in possession in a part of the residential portion of the benefited lot.
- (k) **Services** includes the supply of water, gas, electricity, telephone, cable television, fibre-optic and other data services and the discharge of sewage, sullage and other fluid wastes, all by means of underground pipes, wires, cables or conduits.
- (l) **Structures** means the vertical core wall and engaged column elements erected or to be erected on the burdened lot to provide support to the benefited lot.
- (m) **Structures Work** means inspecting, repairing, maintaining or renewing the Structures, including, where necessary, replacement, upgrading and reconstruction of the Structures.

1. TERMS OF THE EASEMENT FOR SERVICES VARIABLE WIDTH LIMITED IN STRATUM (A) NUMBERED ONE IN THE PLAN

1.1 The Grantee may:

- (a) use the burdened lot, but only within the site of this easement, to provide Services to or from each benefited lot, and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the burdened lot,
 - (ii) taking anything on to the burdened lot, and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, wires, cables, conduits, structures and equipment.

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1.2 In exercising those powers, the Grantee 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 burdened lot,
- (c) cause as little damage as is practicable to the burdened lot and any improvement on it,
- (d) restore the burdened lot as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

2. TERMS OF THE RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (B) NUMBERED TWO IN THE PLAN

Full and free but non-exclusive right for the Grantee and Authorised Users to go, pass and repass with vehicles (or, in the case of emergency only, on foot) to and from the benefited lot or any part of it.

3. TERMS OF THE RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (C) NUMBERED THREE IN THE PLAN

Full and free but non-exclusive right for the Grantee and Authorised Users to go, pass and repass with vehicles (or, in the case of emergency only, on foot) to and from the benefited lot or any part of it provided that:

- (a) the Grantee and authorised users must use only the parts of the site of this easement designated by the Grantor from time to time as being available for the passage of vehicles (for example, marked traffic aisles or lanes within the carpark situated on the part of the Burdened Lot which includes site of this easement); and
- (b) in exercising the rights conferred by this right of carriageway, the Grantee and Authorised Users must not interfere with the operation of the carpark situated on the part of the Burdened Lot which includes site of this easement.

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4. TERMS OF THE RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (DA) NUMBERED FOUR IN THE PLAN

Full and free but non-exclusive right for the Grantee and Authorised Users to go, pass and repass on foot at all times and for all purposes without road vehicles to and from the benefited lot or any part of it.

5. TERMS OF THE RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (E) NUMBERED FIVE IN THE PLAN

Full and free but non-exclusive right for the Grantee and Authorised Users to go, pass and repass on foot at all times and for all purposes without road vehicles to and from the benefited lot or any part of it.

6. TERMS OF THE EASEMENT FOR PARKING VARIABLE WIDTH LIMITED IN STRATUM (H) NUMBERED SIX IN THE PLAN

6.1 Subject to the conditions in this easement, the Grantor grants the Residential Grantee and its Authorised Users the right to park motor vehicles that are not more than 2.5 tonnes in gross weight in the marked parking spaces on the site of this easement on a casual and temporary basis only.

6.2 The Grantor may make reasonable rules about the use of the site of this easement by the Grantee and its Authorised Users.

6.3 The Grantee and its Authorised Users must comply with:

- (a) any rules made by the Grantor under clause 6.2; and
- (b) any reasonable directions of the Grantor relating to the use of the site of this easement.

6.4 The Grantor must maintain and repair the site of this easement.

6.5 The Grantor may suspend access to and use of the site of this easement:

- (a) in an emergency;

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- (b) for the purpose of undertaking construction work in accordance with a development consent; or
- (c) for the purpose of cleaning, maintaining or repairing the site of this easement.

6.6 The Grantor may only suspend access to or use the site of this easement in accordance with clause 6.5 if the Grantor:

- (a) except in an emergency, gives reasonable prior notice of its intention to suspend access to and use of the site of this easement by notice posted on or near the relevant area; and
- (b) suspends access to an use of the Easement Site only for the period required and to the extent necessary to:
 - (i) remedy the emergency;
 - (ii) complete the construction work; or
 - (iii) clean, maintain or repair the Easement Site.

6.7 The Residential Grantee and its Authorised Users must not park, stop or stand any motor vehicle on any part of the site of this easement which is not designated for parking.

7. TERMS OF THE EASEMENT FOR SUPPORT VARIABLE WIDTH LIMITED IN STRATUM (J) NUMBERED SEVEN IN THE PLAN

7.1 Terms of easement

The Grantee has the right, consistent with the rights of other persons having the same or similar rights, to:

- (a) have improvements and structures within the benefited lot which require support, supported vertically, horizontally and in any other plane by the Structures with the site of this easement; and
- (b) require that the Structures remain on the burdened lot at all times.

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7.2 Obligations to Repair

For the purposes of Section 88BA of the *Conveyancing Act 1919*, the Grantee covenants to maintain, at its cost, the Structures in good repair and in a safe condition.

7.3 Right of Entry

- (a) The Grantee and the Grantee's Employees may enter such part of the burdened lot as is reasonably necessary and to remain there for any reasonable time for the purpose of carrying out the Structures Work.
- (b) Except when urgent maintenance is required, the Grantee must give to the Grantor or its nominee not less than 48 hours' prior written notice of the intention to exercise its rights of entry.
- (c) In carrying out the Structures Work, the Grantee must, at its cost:
 - (i) ensure all work is done properly;
 - (ii) cause as little inconvenience as practicable to the Grantor and any occupier of or visitor to the burdened lot;
 - (iii) carry out, at its expense, any work necessary to safeguard the structural soundness of the Structures; and
 - (iv) restore the burdened lot as nearly as is practicable to its former condition.

7.4 Damage

The Grantee must as soon as reasonably possible, at the cost of the Grantee, make good any damage (including, without limitation, any collateral damage) to the burdened lot caused by the Grantee or any of the Grantee's Employees in the course of carrying out the Structures Work.

7.5 Release and Indemnity

- (a) The Grantee's exercise of its rights created by this Instrument will be at its own risk and the Grantee hereby releases the Grantor and the Grantor's Employees from all

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claims and demands of every kind and from all liabilities in respect of any accident or damage to property or death of or injury to any person on or near the burdened lot which may arise as a result of the Grantee exercising the rights created by this easement, other than as may be caused directly or indirectly by the negligent or wilful act or omission of the Grantor or the Grantor's Employees.

- (b) Except to the extent that it is caused directly or indirectly or contributed to by the negligent or wilful act or omission of the Grantor or the Grantor's Employees, the Grantee indemnifies and will keep indemnified the Grantor and the Grantor's Employees from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the Grantor or the Grantor's Employees or for which the Grantor or the Grantor's Employees may become liable in respect of or arising from the exercise by the Grantee or any of the Grantee's Employees of its rights created by this easement, or arising from the Grantee's failure to maintain the Structures in good and substantial repair as required by this easement.

8. TERMS OF THE EASEMENT TO DRAIN WATER 1 WIDE LIMITED IN STRATUM (K) NUMBERED EIGHT IN THE PLAN

An easement to drain water as defined in Part 3 of Schedule 8 of the *Conveyancing Act 1919*.

9. TERMS OF THE RIGHT OF WAY 7.925 WIDE AND VARIABLE LIMITED IN STRATUM (L) NUMBERED NINE IN THE PLAN

- 9.1 Full and free but non-exclusive right for the Grantee and Authorised Users to go, pass and repass with vehicles to and from the benefited lot or any part of it, subject to clause 9.2 of this Instrument.
- 9.2 The Grantor may authorise the drivers of vehicles effecting deliveries to the burdened lot to cause such vehicles to stand on the part of the site of this right of way shown on the plan as HA for extended periods and to obstruct this right of way for such extended periods in priority over any person seeking to exercise or use this right of way.
- 9.3 The Grantor can at any time extinguish this right of way provided that the Grantor grants to the Grantee an alternative right of way situated on the burdened lot which is substantially similar to this right of way (except as to its location). On registration of the instrument creating such alternative right of way this right of way is automatically extinguished and the

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Registrar-General is entitled to accept a Request executed by the Grantor to record the extinguishment of this right of way in the folio of the register for the burdened lot.

10. TERMS OF THE RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (M) NUMBERED TEN IN THE PLAN

Full and free but non-exclusive right for the Grantee and Authorised Users to go, pass and repass on foot at all times and for all purposes without road vehicles to and from the benefited lot or any part of it.

11. TERMS OF THE EASEMENT FOR GREEN SCREEN VARIABLE WIDTH LIMITED IN STRATUM (P) NUMBERED ELEVEN IN THE PLAN

The Grantor must permit and suffer:

- (a) the structures comprising a framework for the growth and support of screening plants;
- (b) planter boxes suspended from that framework;
- (c) irrigation pipes; and
- (d) plants,

to be and remain in the site of this easement and for water to be discharged from the planter boxes onto the Burdened Lot.

12. TERMS OF THE EASEMENT FOR SUPPORT VARIABLE WIDTH LIMITED IN STRATUM (Q) NUMBERED TWELVE IN THE PLAN

The Grantee has the right to have the structures comprising a framework for the growth and support of screening plants to be attached to and supported vertically, horizontally and in any other plane by the part of the building on the burdened lot lying with the site of this easement.

13. TERMS OF THE RESTRICTION ON THE USE OF LAND (R) (PART OF LAND ONLY) NUMBERED THIRTEEN IN THE PLAN

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- (a) Subject to paragraph (b), no structure, building or other improvement shall be erected on the part burdened by this restriction on use.
- (b) This restriction on use does not apply to any canopy, signage, paving, landscaping or other structures or facilities the installation of which is approved by Inner West Council or its successor.
- (c) The registered proprietor of the burdened lot must not allow the part burdened by this restriction on use, or any items installed on the part burdened in accordance with paragraph (b), to be kept other than clean and in proper state of maintenance.
- (d) The Authority whose consent is required to release, vary or modify this restriction on the use of land is Inner West Council or its successor.

14. TERMS OF THE EASEMENT FOR ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH LIMITED IN STRATUM (E1) NUMBERED FOURTEEN IN THE PLAN

14.1 The Grantee:

- (a) may insist that the parts of the structure (the encroaching structure) erected or to be erected on the lot benefited which encroach on the lot burdened remain, but only to the extent they are within the site of this easement, and
- (b) must keep the encroaching structure in good repair and safe condition, and
- (c) do anything reasonably necessary for those purposes, including:
 - (i) entering the lot burdened,
 - (ii) taking anything on to the lot burdened, and
 - (iii) carrying out work.

14.2 In exercising its rights under clause 14.1, Grantee must:

- (a) give the Grantor not less than seven days' prior written notice of any entry onto the burdened lot to carry out work or inspections,

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- (b) comply with the Grantor's requirements: regarding:
 - (i) the safety of persons and traffic while carrying out any work or inspections, and
 - (ii) the hours and days during which work may be carried out,
- (c) ensure all work is done properly,
- (d) cause as little inconvenience as is practicable to the Grantor and any occupier of the lot burdened,
- (e) restore the lot burdened as nearly as is practicable to its former condition, and
- (f) make good any collateral damage.

14.3 The Grantor must not do or allow anything to be done to damage or interfere with the encroaching structure.

15. EASEMENT FOR FIRE EGRESS AND FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (E2) NUMBERED 15 IN THE PLAN

15.1 The Grantee and Authorised Users may go, pass and repass within the site of this easement by foot only for the purpose of egressing the benefited lot:

- (a) in an emergency; or
- (b) for fire drill purposes;
- (c) if the lifts in the benefited lot are not operational or are otherwise unavailable.

15.2 In exercising the right granted under this easement, the Grantee and Authorised Users must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the burdened lot; and

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(b) cause as little damage as is practicable to the burdened lot and any improvements on it.

16. TERMS OF THE EASEMENT FOR AIR VARIABLE WIDTH LIMITED IN STRATUM (E3) NUMBERED SIXTEEN IN THE PLAN

16.1 The Grantor grants to the Grantee the right to full and unimpeded access to air to, through and for the mechanical ventilation air intake situated on the Benefited Lot adjacent to the site of this easement, without any obstruction or interruption caused by or consequent upon the erection of any building, structure or thing (other than the existing building or buildings on the Burdened Lot, or any future building erected on the same foundations and of the same or lesser dimensions) except as is reasonably incidental to the use by the Grantor of the Burdened Lot.

16.2 The Grantee may enter on the Burdened Lot at any reasonable time with or without contractors, employees or agents and necessary materials, equipment and vehicles for the purpose of taking all reasonable steps to prevent or remove any structure or thing obstructing or interrupting the unimpeded access to air. In exercising such right the Grantee must cause as little inconvenience as is reasonably possible and must make good all damage caused in exercising the right of entry.

17. EASEMENT FOR BOOM GATE, INTERCOM AND CARD READER VARIABLE WIDTH LIMITED IN STRATUM (E4) NUMBERED SEVENTEEN IN THE PLAN

The Grantee may install, operate and maintain a boom gate and associated control mechanisms (including but not limited to motor, card reader, sensors and intercoms) within the site of this easement to control the entry and exit of vehicles from the site of the easement for parking numbered 6 in the plan.

18. EASEMENT FOR SIGNAGE 1.315 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (E5) NUMBERED EIGHTEEN IN THE PLAN

The Grantor must permit and suffer:

(a) structures comprising the support of signs or lightboxes to be affixed to the building on the Burdened Lot at the point where the site of this easement connects to the building; and

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(b) signs and lightboxes to be and remain in the site of this easement.

19. EASEMENT FOR SERVICES 1.315 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (E6) NUMBERED NINETEEN IN THE PLAN

19.1 The Grantee may:

- (a) use the burdened lot, but only within the site of this easement, to provide Services to or from the site of the easement for signage eighteenthly referred to in the plan, and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the burdened lot,
 - (ii) taking anything on to the burdened lot, and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, wires, cables, conduits, structures and equipment.

19.2 In exercising those powers, the Grantee 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 burdened lot,
- (c) cause as little damage as is practicable to the burdened lot and any improvement on it,
- (d) restore the burdened lot as nearly as is practicable to its former condition, and make good any collateral damage.

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20. TERMS OF EASEMENT FOR ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH LIMITED IN STRATUM (E7) NUMBERED TWENTY IN THE PLAN

20.1 The Grantee:

- (a) may insist that the parts of the structure (the encroaching structure) erected or to be erected on the lot benefited which encroach on the lot burdened remain, but only to the extent they are within the site of this easement, and
- (b) must keep the encroaching structure in good repair and safe condition, and
- (c) do anything reasonably necessary for those purposes, including:
 - (i) entering the lot burdened,
 - (ii) taking anything on to the lot burdened, and
 - (iii) carrying out work.

20.2 In exercising its rights under clause 20.1, Grantee must:

- (a) give the Grantor not less than seven days' prior written notice of any entry onto the burdened lot to carry out work or inspections,
- (b) comply with the Grantor's requirements: regarding:
 - (i) the safety of persons and traffic while carrying out any work or inspections, and
 - (ii) the hours and days during which work may be carried out,
- (c) ensure all work is done properly,
- (d) cause as little inconvenience as is practicable to the Grantor and any occupier of the lot burdened,
- (e) restore the lot burdened as nearly as is practicable to its former condition, and

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(f) make good any collateral damage.

20.3 The Grantor must not do or allow anything to be done to damage or interfere with the encroaching structure.

21. TERMS OF EASEMENT FOR SUPPORT AND STRUCTURE OF VEHICULAR BRIDGE LINK VARIABLE WIDTH LIMITED IN STRATUM (T) NUMBERED TWENTY-ONE IN THE PLAN

21.1 Terms of easement

The Grantee has the right to:

- (a) have the Bridge supported vertically, horizontally and in any other plane by the part of the building on the burdened lot standing within the site of this easement; and
- (b) require that the Bridge remain on the burdened lot within the site of this easement at all times.

21.2 Obligations to Repair

For the purposes of Section 88BA of the *Conveyancing Act 1919*, the Grantee covenants to maintain, at its cost, the Bridge in good repair and in a safe condition.

21.3 Right of Entry

- (a) The Grantee and the Grantee's Employees may enter such part of the burdened lot as is reasonably necessary and to remain there for any reasonable time for the purpose of carrying out the Bridge Work.
- (b) Except when urgent maintenance is required, the Grantee must give to the Grantor or its nominee not less than 48 hours' prior written notice of the intention to exercise its rights of entry.
- (c) In carrying out the Work, the Grantee must, at its cost:
 - (i) ensure all work is done properly;

Plan: Plan of subdivision of Lot 100 in Deposited Plan 734467, Lots A and B in Deposited Plan 404055, Lot A in Deposited Plan 405790 and Lot 1 in Deposited Plan 736779 covered by Subdivision Certificate No.

- (ii) cause as little inconvenience as practicable to the Grantor and any occupier of or visitor to the burdened lot;
- (iii) carry out, at its expense, any work necessary to safeguard the structural soundness of the Bridge; and
- (iv) restore the burdened lot as nearly as is practicable to its former condition.

21.4 Damage

The Grantee must as soon as reasonably possible, at the cost of the Grantee, make good any damage (including, without limitation, any collateral damage) to the burdened lot caused by the Grantee or any of the Grantee's Employees in the course of carrying out the Bridge Work.

21.5 Release and Indemnity

- (a) The Grantee's exercise of its rights created by this Instrument will be at its own risk and the Grantee hereby releases the Grantor and the Grantor's Employees from all claims and demands of every kind and from all liabilities in respect of any accident or damage to property or death of or injury to any person on or near the burdened lot which may arise as a result of the Grantee exercising the rights created by this easement, other than as may be caused directly or indirectly by the negligent or wilful act or omission of the Grantor or the Grantor's Employees.
- (b) Except to the extent that it is caused directly or indirectly or contributed to by the negligent or wilful act or omission of the Grantor or the Grantor's Employees, the Grantee indemnifies and will keep indemnified the Grantor and the Grantor's Employees from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the Grantor or the Grantor's Employees or for which the Grantor or the Grantor's Employees may become liable in respect of or arising from the exercise by the Grantee or any of the Grantee's Employees of its rights created by this easement, or arising from the Grantee's failure to maintain the Structures in good and substantial repair as required by this easement.

Plan:

Plan of subdivision of Lot 100 in Deposited Plan 734467, Lots A and B in Deposited Plan 404055, Lot A in Deposited Plan 405790 and Lot 1 in Deposited Plan 736779 covered by Subdivision Certificate No.

EXECUTED by Perpetual Trustee Company Limited

ACN 000 001 007 by its attorney pursuant to Power of Attorney dated 18 September 2014 registered Book 4676 No. 134 who states that he/she has received no notice of revocation of the Power of Attorney, in the presence of:

.....
Signature of witness
Name of witness (*please print*)

.....
Signature of Attorney
Name & Title of Attorney (*please print*)

EXECUTED by Abacus Group Holdings Limited

ACN 080 604 619 by its attorney pursuant to Power of Attorney registered Book 4721 No 979 who states that he/she has received no notice of revocation of the Power of Attorney, in the presence of:

.....
Signature of witness
Name of witness (*please print*)

.....
Signature of Attorney
Name & Title of Attorney (*please print*)

Plan: Plan of subdivision of Lot 100 in Deposited Plan 734467, Lots A and B in Deposited Plan 404055, Lot A in Deposited Plan 405790 and Lot 1 in Deposited Plan 736779 covered by Subdivision Certificate No.

EXECUTED by ANZ Fiduciary Services Pty Limited
ACN 100 709 493 (mortgagee under mortgage no. AD896236 and mortgage AD896287)

Plan: Plan of subdivision of Lot 100 in Deposited Plan 734467, Lots A and B in Deposited Plan 404055, Lot A in Deposited Plan 405790 and Lot 1 in Deposited Plan 736779 covered by Subdivision Certificate No.

Executed by Inner West Council (registered proprietor of 101/734467)

Executed in my presence by
Gerry Markezinis
(registered proprietor of 106/734466)
who is personally known to me:

.....
Signature of witness

.....
Name of witness (print)

.....
Address of witness (print)

Plan: Plan of subdivision of Lot 100 in Deposited Plan 734467, Lots A and B in Deposited Plan 404055, Lot A in Deposited Plan 405790 and Lot 1 in Deposited Plan 736779 covered by Subdivision Certificate No.

Executed by WESTPAC BANKING CORPORATION (mortgagee of 106/734466 under mortgage AG501668)