

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 of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of 19 Sheets

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

<u>Full Name and address of Proprietor of land:</u>	BILLBERGIA PTY LTD (ABN 56 008 645 136) SUITE 101 25 ANGAS STREET MEADOWBANK NSW 2114
---	---

Part 1 (Creation)

	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 Access, Maintenance & Support 0.9 Wide	1, 3, 4 5 6 10 11 12 13 15 16 31 32 33 34 35 36 37 38	5 6 7 9 10 11 12 11, 12, 13, 14 15 30 29 28 27 26 25 24 23

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 1 (Cont.)

	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 Access, Maintenance & Support 0.9 Wide	43	42
		44	43
		45	44
		46	45
		47	42, 43, 44
		48	47
		49	48
		50	49
		51	50
		52	51
		53	44, 45, 46
		62	63, 64
		64	63
		66	65
		67	66
		68	67
		69	68
		71	70
		72	71
		73	72
74	73		
80	79		
81	80		
82	81		
83	82		
84	83		

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 1 (Cont.)

	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 Access, Maintenance & Support 0.9 Wide	85 86 87 88 89 90 91, 92	84 83 82 81 80 79 54
2.	Easement for Access, Maintenance & Support 0.9 Wide	38 48, 49, 50 50, 51, 52 65 66 67 68 69	37 47 53 70 71 72 73 74
3.	Easement to Drain Water 2 Wide	14 24 25 26 27 28 29 30 53 71	13 23 23, 24 23, 24, 25 23, 24, 25, 26 23, 24, 25, 26, 27 23, 24, 25, 26, 27 28 23, 24, 25, 26, 27 28, 29 47 70

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020

Lengths are in Metres

Sheet 4 of 19 Sheets

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 1 (Cont.)

	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:-
3.	Easement to Drain Water 2 Wide	72 73 74 80 81 82 83 84	70, 71 70, 71, 72 70, 71, 72, 73 79 79, 80 79, 80, 81 79, 80, 81, 82 79, 80, 81, 82, 83
4.	Easement to Drain Water 1.5 Wide	76 77 78	75 75, 76 75, 76, 77
5.	Easement to Drain Water 1.5 Wide	61, 75	Campbelltown Council
6.	Easement for Padmount Substation 2.75 Wide	52, 61	Epsilon Distribution Ministerial Holding Corporation
7.	Restriction On The Use Of Land	Part 52, Part 53, Part 61 & Part 62 Designated 'E'	Epsilon Distribution Ministerial Holding Corporation
8.	Restriction On The Use Of Land	Part 52, Part 53, Part 61 & Part 62 Designated 'F'	Epsilon Distribution Ministerial Holding Corporation
9.	Easement to Drain Water 3 Wide	91	Campbelltown Council
10.	Easement to Drain Water Variable Width	91	Campbelltown Council

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020

Lengths are in Metres

Sheet 5 of 19 Sheets

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 1 (Cont.)

	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:-
11.	Easement to Drain Water Variable Width	91	Campbelltown Council
12.	Easement to Drain Water Variable Width	91	Campbelltown Council
13.	Restriction On The Use Of Land	Part 91 Designated 'J'	Campbelltown Council
14.	Positive Covenant	Part 91 Designated 'K'	Campbelltown Council
15.	Restriction On The Use Of Land	Part 91 Designated 'J1'	Campbelltown Council
16.	Positive Covenant	Part 91 Designated 'K1'	Campbelltown Council

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 2

Terms of easement, profit à prendre, positive easement or positive covenant numbered 1 & 2 in the plan.

- 1.1 In this Easement, the following terms mean:
- (a) **Easement Site** means the site of the easement as shown on the Plan; and
 - (b) **Retaining Wall** means the retaining wall located on the Lot Benefited.
- 1.2 The Owner of the Lot Burdened grants to 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.
- 1.3 The Owner of the Lot Burdened must:
- (a) not do anything which will detract from the support of the Retaining Wall; and
 - (b) allow the Owner of the Lot Benefited to enter that part of the Lot Burdened as is reasonably required and to remain there for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Retaining Wall and the Lot Benefited is maintained.
- 1.4 The Owner of the Lot Benefited:
- (a) must keep the Retaining Wall in good repair and safe condition; and
 - (b) may do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work.

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 2 (Cont.)

- 1.5 The Owner of the Lot Benefited, in exercising its rights under this Easement 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) restore the Lot Burdened as nearly as practicable to its former condition; and
 - (d) make good any collateral damage.
- 1.6 Except when urgent work is required, the Owner of the Lot Benefited must:
- (a) give the Owner of the Lot Burdened reasonable notice of intention to enter the Lot Burdened; and
 - (b) only enter the Lot Burdened during times reasonably agreed with the Owner of the Lot Burdened.

The Authority whose consent is required to release, vary or modify the terms of the easement numbered 1 & 2 in the abovementioned plan is Campbelltown Council.

The Authority whose consent is required to release, vary or modify the terms of the easement numbered 3, 4, & 5 in the abovementioned plan is Campbelltown Council.

Terms of easement, profit à prendre, positive easement or positive covenant numbered 6 in the plan.

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

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 2 (Cont.)

Terms of easement, profit à prendre, positive easement or positive covenant numbered 7 in the plan.

1.0 Definitions

1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

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

1.3 **erect** includes construct, install, build and maintain.

1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan denoted 'E'.

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

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

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

2.3 the owner provides the prescribed authority with an engineer's certificate to this effect.

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 2 (Cont.)

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

- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

- 1.0 Definitions
- 1.1 **erect** includes construct, install, build and maintain.
- 1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan denoted 'F'
- 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.
- 3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 2 (Cont.)

- 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of Authority empowered to release vary or modify the terms of the easement and restrictions numbered 6, 7 & 8 in the plan is Epsilon Distribution Ministerial Holding Corporation.

The Authority whose consent is required to release, vary or modify the terms of the easement numbered 9, 10, 11 & 12 in the abovementioned plan is Campbelltown Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

- 1. Do any act, matter or thing which would prevent the system from operating in a safe and efficient manner.
- 2. Make or permit or suffer the making of any alterations or additions to the system.

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 2 (Cont.)

3. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

This restriction shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E (5) of the Conveyancing Act 1919.

For the purpose of this restriction, 'the system' means the Temporary On-site Detention Storage Area & Outlet Works to be constructed and/or installed on the land as required by Development Consent No 4103/2018 and as detailed on the plans approved by Campbelltown Council as Construction Certificate No. xxxxx on xx/xx/20xx including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CCE-xx/20xx

Campbelltown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary quality control devices and outlet works within the lots hereby burdened.

Name of Authority whose consent is required release vary or modify restriction numbered 13 in the plan is Campbelltown Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 14 in the plan.

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:

- (a) Keep the system clean and free from silt, rubbish and debris
- (b) Maintain and repair, at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, a copy of which is held on Council File CCE-xx/20xx. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 2 (Cont.)

(c) For the purpose of ensuring observance of this covenant, permit Campbelltown Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.

(d) Notify Council in writing after each programmed maintenance inspection.

(e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F (2) (a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.

2. Pursuant to Section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:

(a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.

(b) The Council may recover from the registered proprietor in a court of competent jurisdiction:

I. Any expense reasonably incurred by it in exercising its powers in subparagraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 2 (Cont.)

3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E (5) of the Act.

For the purpose of this restriction, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by Development Consent No. XX/20XX and as detailed on the plans approved by Liverpool City Council as approved Construction Certificate No. CCE-XX/20XX on XX/XX/20XX including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File CCE-XX/20XX.

Campbelltown Council will have no objection to the release of this positive covenant upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works within the lots hereby burdened.

Name of Authority whose consent is required release vary or modify positive covenant numbered 14 in the plan is Campbelltown Council

Terms of easement, profit à prendre, restriction or positive covenant numbered 15 in the plan.

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Pre-treatment System (hereinafter referred to as 'the system') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

1. Do any act, matter or thing which would prevent the system from operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations or additions to the system.
3. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 2 (Cont.)

This restriction shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E (5) of the Conveyancing Act 1919.

For the purpose of this restriction, 'the system' means the Temporary Stormwater Pre-treatment System to be constructed and/or installed on the land as required by Development Consent No 4103/2018 and as detailed on the plans approved by Campbelltown Council as Construction Certificate No. xxxxx on xx/xx/20xx including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CCE-xx/20xx

Campbelltown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary quality control devices and outlet works within the lots hereby burdened.

Name of Authority whose consent is required release vary or modify restriction numbered 15 in the plan is Campbelltown Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 16 in the plan.

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Pre-treatment System (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:
 - (f) Keep the system clean and free from silt, rubbish and debris
 - (g) Maintain and repair, at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, a copy of which is held on Council File CCE-xx/20xx. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 2 (Cont.)

(h) For the purpose of ensuring observance of this covenant, permit Campbelltown Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.

(i) Notify Council in writing after each programmed maintenance inspection.

(j) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F (2) (a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.

4. Pursuant to Section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:

(c) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.

(d) The Council may recover from the registered proprietor in a court of competent jurisdiction:

III. Any expense reasonably incurred by it in exercising its powers in subparagraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

IV. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 2 (Cont.)

- 5. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E (5) of the Act.

For the purpose of this restriction, 'the system' means the Temporary Stormwater Pre-treatment System constructed and/or installed on the land as required by Development Consent No. XX/20XX and as detailed on the plans approved by Liverpool City Council as approved Construction Certificate No. CCE-XX/20XX on XX/XX/20XX including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File CCE- XX/20XX.

Campbelltown Council will have no objection to the release of this positive covenant upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works within the lots hereby burdened.

Name of Authority whose consent is required release vary or modify positive covenant numbered 16 in the plan is Campbelltown Council

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020

Lengths are in Metres

Sheet 17 of 19 Sheets

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 2 (Cont.)

EXECUTED by **BILLBERGIA**)
(**ABN 56 008 645 136**)
in accordance with section 127(1) of the)
Corporations Act:)

.....
Signature of Sole Director/ Secretary

.....
Name of Sole Director/ Secretary

DRAFT

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 2 (Cont.)

I certify that the attorney signed this instrument in my presence.

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

Signature of witness:

Signature of attorney:

Name of witness:

Name and position of attorney:

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signing on behalf of:
Endeavour Energy Network Asset
Partnership
ABN 30 586 412 717

Power of attorney: Book _____

No. _____

EE reference: _____

Date: _____

Lengths are in Metres

Sheet 19 of 19 Sheets

Plan:

Plan of Subdivision of Lots 1 & 4
D.P.261609, Lot 47 D.P.595243. & Lots
2 & 3 D.P.597774 covered by Council's
Subdivision Certificate No.

Part 2 (Cont.)

Campbelltown Council by its authorised delegate pursuant to s.377 of Local Government
Act 1993 No 30

(name of delegate)

.....
Signature of Delegate

.....
Name of Delegate (print)

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

.....
Signature of Witness

.....
Name of Witness (print)

.....

.....
Address of Witness

APPROVED BY CAMPBELLTOWN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 025-19 v2 Date: 23/01/2020