

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 05/08/2020 09:13

Order No. 63485529

Certificate No: 97387011

Your Reference: LP58 Caddens Stage 7

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Deposited Plan - 88B 1248687

Available: Y

Size (KB): 393

Number of Pages: 11

Scan Date and Time: 04/08/2020 14:01

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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: DP1248687

Plan of Subdivision of Lot 500 DP1229232,
 Lot 72 DP1166546 & Lot 3 DP502333
 covered by Subdivision Certificate No. SC20/0021

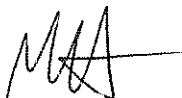
**Full name and address
 of the owner of the land:**

LegPro 58 Pty Ltd
 MLC Centre
 Level 45
 19-29 Martin Place
 SYDNEY NSW 2000


(Sheet 1 of 11 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement to drain water 2 wide (E1)	702 721 720 719 718 716 715 714 713 712 711 710 728 729 730 731 733 734 735 736	714, 715, 716 717-720 incl 717-719 incl 717 & 718 717 714 & 715 714 709-713 incl 709-712 incl 709-711 incl 709 & 710 709 726 726, 728, 730-732 incl 731, 732 732 726, 728-732 incl 726, 728-733 incl 726, 728-734 incl 726, 728-735 incl



(Signatory LegPro 58 Pty Ltd)



Delegate
 Penrith City Council

Ref: B20467-7C DP1248687

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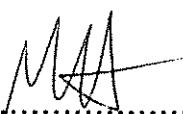
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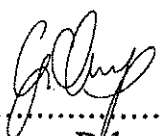
(Sheet 2 of 11 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
2.	Easement for padmount substation 2.75 wide (E2)	736	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3.	Restriction on the use of land (R1)	Pts. 735 & 736 designated (R1)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4.	Restriction on the use of land (R2)	Pts. 735 & 736 designated (R2)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
5.	Easement for access and maintenance 0.9 wide (E3)	707 708 709 710 711 712	706 707 708 709 710 711
6.	Positive Covenant (P1)	Pt. 721- Pt. 727 incl & Pt. 738- Pt. 740 incl designated (P1)	Penrith City Council
7.	Positive Covenant	701 to 705 incl	Penrith City Council
8.	Restriction on the Use of Land	Each lot	Every other lot



 (Signatory LegPro 58 Pty Ltd)



 Delegate
 Penrith City Council

Ref: 20467-7C

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Part 2 (Terms)

1. Terms of Easement for Padmount Substation (E2) 2.75 wide numbered two in the abovementioned plan

The terms set out in Memorandum N^o 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'.

2. Terms of Restriction on the Use of Land (R1) numbered three in the abovementioned plan

2.1 Definitions:

2.1.1 120/120/120 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;

2.1.2 building means a substantial structure with a roof and walls and includes any projections from the external walls;

2.1.3 erect includes construct, install, build and maintain;

2.1.4 restriction site means that part of the lot burdened affected by the restriction on the use of land shown as (R1) on the plan.

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

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

.....
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.....
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Penrith City Council

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Part 2 (Terms)

- 2.2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating; and
- 2.2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 2.3 The fire ratings mentioned in clause 2.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 2.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 2.4.1 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.
- 2.4.2 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.

3. Terms of Restriction on the Use of Land (R2) numbered four in the abovementioned plan

3.1 Definitions:

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

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Plan: DP1248687

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Part 2 (Terms)

- 3.1.1 **restriction site** means that part of the lot burdened affected by the restriction on the use of land shown as (R2) on the plan.
- 3.2 No swimming pool or spa shall be erected or permitted to remain within the restriction site.
- 3.3 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 3.3.1 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'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.
- 3.3.2 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 .
4. **Terms of Easement for Access & Maintenance 0.9 wide (E3) numbered five in the abovementioned plan**

4.1 The owner of the lot benefited may:

- (a) use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping and maintenance;

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Part 2 (Terms)

- (b) enter onto the lot burdened to inspect and survey any structure on the lot benefited; and
- (c) do anything reasonably necessary for those purposes, including:
 - entering the lot burdened;
 - taking anything on to the lot burdened; and
 - carrying out works within the site of this easement.

4.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it;
- (d) restore the lot burdened as nearly as practicable to its former condition; and
- (e) make good any collateral damage.

4.3 The owner of the lot burdened must not :-

- (a) allow any building or other structure to be erected or placed on the easement site except an eave or gutter of the main building on the lot burdened or any permanent underground services to the main building;
- (b) carry out any excavation or filling greater than 500mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property.

.....
(Signatory LegPro 58 Pty Ltd)

.....
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(Sheet 7 of 11 Sheets)

Part 2 (Terms)

The grant of this easement is made subject to the right of the owner of the lot burdened to carry out repairs and maintenance or improvements to any landscaping within the site of the easement including installing a security gate across the easement site from the building structure on the lot burdened.

5. Terms of Positive Covenant (P1) numbered six in the abovementioned plan

Any dwelling constructed on the part of the lot(s) hereby burdened designated (P1) on the abovementioned plan shall be constructed in accordance with the BAL Construction levels identified within the Bushfire Protection Assessment - Proposed Subdivision 191-205 Caddens Road Orchard Hills, prepared by Ecological and dated 25/10/2017 unless otherwise agreed to by Council by way of an Independent Bushfire Assessment Report.

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

Any dwelling constructed on the lot(s) hereby burdened must comply with the recommendations of the report titled "Re: Caddens - Central Bypass Road Traffic Noise Stage 7 prepared by Wilkinson Murray Pty Limited dated 27 February 2018 (Ref. MW270218 TRAFFIC S7).

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

For so long as Legpro 58 Pty Limited (hereafter referred to as Legpro) remains the registered proprietor of any benefited lot:

No fence shall be erected on the lot(s) hereby burdened to divide it from any adjoining land owned by Legpro without their consent but such consent shall not be withheld if such fence is erected without expense to Legpro. This restriction shall remain in force only during such time as Legpro is the registered proprietor of that adjoining land.

.....
(Signatory LegPro 58 Pty Ltd)

.....
Delegate
Penrith City Council

Ref: 20467-7C

Electronic signature affixed by me, or at my direction, on Wednesday, 1 July 2020

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.

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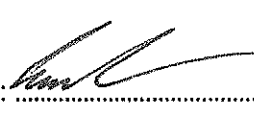
Part 2 (Terms)

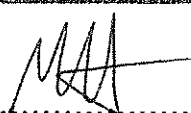
Name of Authority whose consent is required to release, vary or modify terms of Easements and Restrictions numbered two, three and four in the abovementioned plan

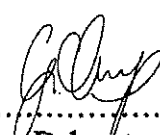
Epsilon Distribution Ministerial Holding Corporation.

Name of Authority whose consent is required to release, vary or modify terms of easement, positive covenants and restriction numbered one, six, seven and eight in the abovementioned plan

Penrith City Council.

Land and Property Information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.
Signature of witness: 	Signature of attorney: 
Name of witness: <u>MARILYN HODORICA</u>	Attorney's name: <u>TARIC RESSAS</u>
Address of witness: <u>201 SUMMIT STREET, SYDNEY NSW</u>	Attorney's position: <u>RELATIONSHIP EXECUTIVE</u>
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney - Book: <u>41348</u> No. <u>494</u>


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(Signatory LegPro 58 Pty Ltd)


.....
Delegate
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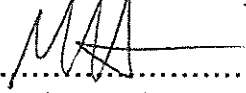
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Executed on behalf of the Corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: LegPro 58 Pty Ltd ACN 619 780 157

Authority: Section 127 Corporations Act 2001

.....

Signature of authorised person:

.....
~~Signature of authorised person:~~

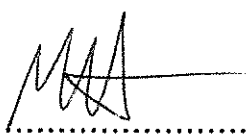
Elton Matthew Hyder IV
.....

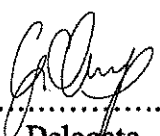
Name of authorised person:
Office held: Director / Secretary
Sole
Level *AS*

.....
~~Name of authorised person:
Office held: Director~~

19-29 Martin Pl Sydney
.....
Address of authorised person:

.....
~~Address of authorised person:~~

.....

(Signatory LegPro 58 Pty Ltd)

.....

Delegate
Penrith City Council

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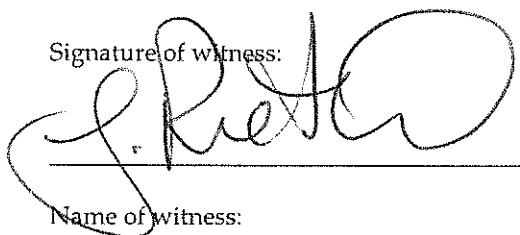
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(Sheet 10 of 11 Sheets)

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:




Name of witness:

Geoff Riethmuller

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

~~Helen Smith~~ Simon Lawton
~~Manager Property & Fleet~~
Strategic Property Manager *SY*

Power of attorney:

Book No
Book 4768 No 870

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

URS 21170

Date of signature:

9/3/2020


.....
(Signatory LegPro 58)

.....
Delegate
Penrith City Council

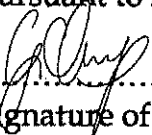
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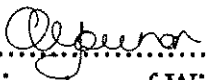
(Sheet 11 of 11 Sheets)

Penrith City Council by its authorised delegate
pursuant to s.377 Local Govt. Act, 1993


.....
Signature of delegate

Gavin Cherry Development Assessment Coordinator
.....
Name of delegate

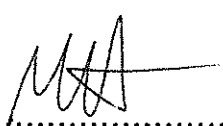
I certify that I am an eligible witness and that the delegate signed in my presence.

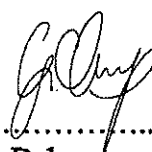

.....
Signature of Witness

Abby Younan
.....
Name of Witness

C/- 601 High Street Penrith
.....
Address of Witness

Electronic signatures affixed by officers, or at their direction, on Wednesday, 1 July 2020


.....
(Signatory LegPro 58 Pty Ltd)


.....
Delegate
Penrith City Council

Ref: 20467-7C

REGISTERED  4.8.2020

Electronic signature affixed by me, or at my
direction, on Wednesday, 1 July 2020