

# Deed of Variation of Planning Agreement

The Council of the City of Sydney (ABN 22 636 550 790) and

Lendlease (Goldfields Residential) Pty Limited (ACN 659 904 211)  
as trustee for Lendlease (Goldfields Residential) Landowning  
Trust

Reference: [X097757]

## DEED OF VARIATION

THIS DEED is made on

2024

### PARTIES

- (1) **THE COUNCIL OF THE CITY OF SYDNEY** ABN 22 636 550 790 of Town Hall House, 456 Kent Street Sydney NSW 2000 (**City**);
- (2) **LENLEASE (GOLDFIELDS RESIDENTIAL) PTY LIMITED** (ACN 659 904 211) **as trustee for the LENLEASE (GOLDFIELDS RESIDENTIAL) LANDOWNING TRUST** (ABN 77 416 796 190) of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 (**the Developer**)

### BACKGROUND

- A. On 30 March 2017 the City entered into the Planning Agreement with the original owner/developer of the Land, Wanda One Sydney Pty Ltd.
- B. Since that time the ownership of the Land has changed hands several times and the Land has also been subdivided so that the current owner/developer of the parcels comprising the Land to which the Planning Agreement has been registered is:
  - i. Lendlease (Goldfields Residential) Pty Ltd as the owner and developer of Lots 1 and 3 in Deposited Plan 1290500, and as developer of Lots 2 and 4 in Deposited Plan 1290500 (**Developer**); and
  - ii. Fiveight OCQ No 1 Pty Ltd as the owner of Lots 2 and 4 in Deposited Plan 1290500 (**Owner of Lots 2 and 4**).
- C. Under the Planning Agreement the Developer is to create two large public access easements across the centre of the site. The Developer is also required to dedicate four small pieces of land around the northern boundary as part of the road reserve (161 sqm in total).
- D. In May 2023 the City approved the subdivision certificate that creates the easements and land dedication lots. The terms of the easements, and the location of the land dedication lots are shown on the instruments and the plan approved by the City and set out in the annexures to this Deed. As part of that approval, the City adjusted the dedication area to exclude a set of stairs approved in 2019 and not contemplated in the Planning Agreement. This reduces the total dedication area by 34sqm and instead adds this area to the public access easements.
- E. This change will now require a variation to the Planning Agreement, and the parties have agreed to vary the Planning Agreement in the manner set out in this Deed.

### THE PARTIES AGREE AS FOLLOWS:

#### 1 INTERPRETATION

- 1.1 In this Deed, unless the context otherwise requires:

**Planning Agreement** means the Planning Agreement between the City and the Developer, originally entered into between the City and Wanda One Sydney Pty Ltd on 30 March 2017.

**Deed** means this deed of variation of the Planning Agreement and all annexures, schedules, attachments and exhibits.

## 1.2 Rules for interpreting this Deed

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Deed, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this document) or contract, or a provision of a document (including this document) or contract, is to that document, contract or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or contract includes a permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The words subsidiary, holding company and related body corporate have the same meanings as in the *Corporations Act 2001* (Cth).
- (g) A reference to dollars or \$ is to an amount in Australian currency.
- (h) A reference to this document includes the agreement recorded by this document.

- (i) Words defined in the GST Law have the same meaning in clauses about GST.
  - (j) A reference to a month is to a calendar month.
- 1.3 A reference to a term defined in the Planning Agreement has the same meaning when used in this Deed.
- 1.4 This Deed is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

## **2 VARIATION OF THE PLANNING AGREEMENT**

The Planning Agreement is amended as follows:

- 2.1 In Schedule 3, row Item 2(a) – Transfer Land excluding Rugby Place
- a) In column 3 (Attributed Value) delete the words "\$4,939,568.55, calculated on the basis of \$30,680.55 per square metre and an estimated area of 161 square metres." and replace with the words "\$3,765,117.10 calculated on the basis of \$30,680.55 per square metre and an estimated area of 122.72 square metres."
  - b) In column 5 (Additional specifications) under subparagraph (a) delete the words "44 square metres in George Street (marked 'Proposed Road Area 44m<sup>2</sup> on the Transfer Land Plan)" and replace with the words "39.76 square metres in George Street (marked 'PT 3' and 'Proposed Road Area 39.76 m<sup>2</sup> on the Transfer Land Plan)"
  - c) In column 5 (Additional specifications) under subparagraph (b) delete the words "111 square metres total in two areas in Alfred Street ('marked Proposed Road Area 34m<sup>2</sup> and Proposed Road Area 77 m<sup>2</sup> on the Transfer Land Plan)" and replace with the words "76.96 square metres in Alfred Street (marked 'PT 3' and 'Proposed Road Area 76.96m<sup>2</sup> on the Transfer Land Plan)"
  - d) In column 5 (Additional specifications) under subparagraph (c) delete the words '(marked 'Proposed Road Area 6m<sup>2</sup> on the Transfer Land Plan).' and replace with the words '(marked 'PT 3' and 'Proposed Road Area 6m<sup>2</sup> on the Transfer Land Plan).'
- 2.2 In Annexure B (Developer's Works – Additional Specifications), clause 1.1 paragraph (c)
- a) Replace "44" with "39.76"; delete "Proposed Road Area 34 m<sup>2</sup>"; replace "77" with "76.96"; replace "Area 237<sup>2</sup>" with "Proposed Road Area 234m<sup>2</sup>"
- 2.3 In Schedule 3, row Item 2(b) – Rugby Place
- a) In column 3 (Attributed Value) delete the word "237" and replace with "234"; delete the word "estimated"
  - b) In column 3 (Attributed Value) delete the words "\$7,271,290.35" and replace with "\$7,179,248.70"

- c) In column 5 (Additional specifications) delete the words "An estimated area of 237 square metres" and replace with the words "An area of 234 square metres"
  - d) In column 5 (Additional specifications) delete the words "(marked 'Proposed Road Area 237m<sup>2</sup> on the Transfer Land Plan)."
- 2.4 Delete the survey drawing at Annexure E – Plan of Transfer Land and replace with new survey drawing – Plan of Transfer Land which is annexed to this Deed 'Replacement Annexure E – Plan of Transfer Land'.
  - 2.5 Delete the survey drawing at Annexure F – Easement Plan and replace with the new survey drawing at Annexure F – Easement Plan which is annexed to this Deed 'Replacement Annexure F – Easement Plan'.
  - 2.6 Update the following definitions of clause 1.1:
    - a) 'Through-Site Link Instrument' is amended to read "means the right of public access variable width (A) (limited in stratum) numbered 5 and positive covenant numbered 6 of the instrument attached in Annexure C".
    - b) 'Right of Footway and Public Recreation Instrument' is amended to read "means the right of footway and recreation variable width (B) (limited in stratum) numbered 7 and positive covenant numbered 8 of the instrument attached in Annexure D".
  - 2.7 Delete Annexure C (Through-Site Link Instrument) replace with the amended Through site link instrument which is annexed to this Deed 'Replacement Annexure C – Through site link instrument'.
  - 2.8 Delete Annexure D (Right of footway and recreation instrument) replace with the amended Right of footway and recreation instrument which is annexed to this Deed 'Replacement Annexure D – Right of footway and recreation instrument'.
  - 2.9 The reference to the "Developer" in the Planning Agreement is to be construed as a reference to "LENDLEASE (GOLDFIELDS RESIDENTIAL) PTY LIMITED (ACN 659 904 211) as trustee for the LENDLEASE (GOLDFIELDS RESIDENTIAL) LANDOWNING TRUST", who will procure that the Public Benefits are delivered in accordance with the Planning Agreement.

### **3 NO OTHER CHANGE**

The parties confirm that the Planning Agreement will continue in full force and effect as varied by this Deed. Nothing in this Deed will be read or construed as implying any form of variation or waiver other than as expressly set out in the Planning Agreement.

### **4 REGISTRATION**

The Developer will arrange for the registration of this Deed on title to lots 1 and 3 in Deposited Plan 1290500 owned by the Developer, and on lots 2 and 4 owned by the Owner of Lots 2 and 4.

## **5 FURTHER ASSURANCE**

Each party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Deed.

## **6 LEGAL COSTS**

Each party will bear its own legal costs in relation to the preparation and execution of this Deed.

## **7 GENERAL**

- 7.1 This Deed contains the entire agreement between the parties and any previous negotiations, agreements, representations or warranties relating to the subject matter of this Deed are of no effect.
- 7.2 A right may only be waived in writing, signed by the party giving the waiver, and:
- a. no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
  - b. a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
  - c. the exercise of a right does not prevent any further exercise of that right or of any other right.
- 7.3 Nothing in this Deed in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.
- 7.4 The invalidity, illegality or unenforceability of any provisions of this Deed will not affect the validity or enforceability of any other provisions.
- 7.5 This Deed may only be varied in writing by the agreement of the parties.
- 7.6 This Deed is governed by and construed in accordance with the law of the State of New South Wales.
- 7.7 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to all matters arising under, or relating to, this Deed.
- 7.8 The parties acknowledge and agree that this Deed may be signed electronically and in counterparts, in accordance with the *Electronic Transactions Act 2000* (NSW)

**EXECUTION**

**Executed** as a deed on:

**Signed for and on behalf of THE COUNCIL OF THE CITY OF SYDNEY**

by its duly authorised officer in the presence of:

\_\_\_\_\_  
Witness:

*Electronic signature of:*

\_\_\_\_\_  
Name (printed):

*Affixed by me on:*

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Signature:

*Electronic signature of:*

\_\_\_\_\_  
Name of Authorised Officer:

*Affixed by me on:*

\_\_\_\_\_  
Date signed

This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000 (NSW)*

**Signed by LENDLEASE  
(GOLDFIELDS RESIDENTIAL) PTY  
LIMITED (ACN 659 904 211) as  
trustee for the LENDLEASE  
(GOLDFIELDS RESIDENTIAL)  
LANDOWNING TRUST** in accordance  
with section 127 of the Corporations  
Act:

\_\_\_\_\_  
Signature of Director

*Electronic signature of:*

\_\_\_\_\_  
Full Name (printed):

*Affixed by me on:*

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Signature of Director/Secretary:

*Electronic signature of:*

\_\_\_\_\_  
Full Name (printed):

*Affixed by me on:*

\_\_\_\_\_  
Date signed

This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000 (NSW)*



**Replacement Annexure C – Through-Site Link Instrument**

Through site link instrument - right of public access variable width (A) (limited in stratum) numbered 5 and positive covenant numbered 6 of the instrument that follows.

**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.**

(Sheet 1 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3  
dated 26/04/2023

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

LENLEASE (GOLDFIELDS RESIDENTIAL) PTY LIMITED  
ACN 659 904 211  
Level 14, Tower Three,  
International Towers Sydney, Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000

LENLEASE (GOLDFIELDS HOTEL) PTY LIMITED  
ACN 659 903 830  
Level 14, Tower Three,  
International Towers Sydney, Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	1 2 4	2, 3, 4 1, 3, 4 1, 2, 3
2	EASEMENT FOR SERVICES (WHOLE OF LOT)	1 2 4	2, 4 1, 4 1, 2

Approved by:



Authorised Delegate  
The Council of the City of Sydney

(Sheet 2 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>th</sup> of APRIL 2023

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:
3	EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)	1 2 4	2, 4 1, 4 1, 2
4	EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)	1 2 4	2, 4 1, 4 1, 2
5	RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM)	1	The Council of the City of Sydney
6	POSITIVE COVENANT	1	The Council of the City of Sydney
7	RIGHT OF FOOTWAY AND RECREATION VARIABLE WIDTH (B) (LIMITED IN STRATUM)	1, 2	The Council of the City of Sydney
8	POSITIVE COVENANT	1, 2	The Council of the City of Sydney

Approved by:



Authorised Delegate  
The Council of the City of Sydney

(Sheet 3 of 36 sheets)

# Plan: DP1290500

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

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:
9	RIGHT OF ACCESS VARIABLE WIDTH (RA1) (LIMITED IN STRATUM)	1 2	2, 4 1, 4
10	RIGHT OF ACCESS VARIABLE WIDTH (RA2) (LIMITED IN STRATUM)	2	1, 4
11	RIGHT OF ACCESS VARIABLE WIDTH (RA3) (LIMITED IN STRATUM)	2	4
12	RIGHT OF ACCESS VARIABLE WIDTH (RA4) (LIMITED IN STRATUM)	1, 2	4
13	EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LD1) (LIMITED IN STRATUM)	1 2	2, 4 1, 4
14	RIGHT TO USE LIFTS VARIABLE WIDTH (L1) (LIMITED IN STRATUM)	1, 2	4

Approved by:



Authorised Delegate  
The Council of the City of Sydney

(Sheet 4 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>th</sup> of APRIL 2023

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:
15	EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (LA1) (LIMITED IN STRATUM)	2	1
16	EASEMENT FOR MAINTENANCE AND ACCESS VARIABLE WIDTH (MA2) (LIMITED IN STRATUM)	2	1
17	POSITIVE COVENANT	1, 2, 4	The Council of the City of Sydney
18	RESTRICTION ON THE USE OF LAND	1, 2, 4	The Council of the City of Sydney

Approved by:



Authorised Delegate  
The Council of the City of Sydney

(Sheet 5 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>th</sup> of APRIL 2023

## Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

**Authorised User** means

- (a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's lessees, sub-lessees, employees, agents, contractors and licensees (including the lessee's employees, agents, contractors and licensees) and invitees of the Grantee; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

**Authority** means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes Council.

**Authority Benefited** means the Authority having the benefit of an Easement under this Instrument.

**Building** means the structure the subject of the Plan and upon registration of a Strata Plan, includes the Strata Schemes.

**Building Maintenance Unit** means a power operated suspended platform and associated equipment on a building specifically designed to provide permanent access to the faces of the building for maintenance.

**Building Management Committee** means the committee appointed under a Management Statement.

**Council** means the Council of the City of Sydney or its successor.

**Developer** means Lendlease (Goldfields) Development Manager Pty Limited ACN 659 907 347 and includes any transferee and assignee.

**Development Act** means the *Strata Schemes Development Act 2015* (NSW).

**Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

**Easement Site** in relation to an Easement, means the site of the Easement identified in the Plan and includes all items within the site of an Easement.

**Grantee** means:

- (a) the registered proprietor of a Lot Benefited;
- (b) if, from time to time, a Strata Scheme exists in respect of a Lot Benefited, the Owners Corporation in respect of that Strata Scheme; and
- (c) an Authority Benefited.

Approved by:



Authorised Delegate  
The Council of the City of Sydney

(Sheet 6 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Grantor** means:

- (a) the registered proprietor of a Lot Burdened; and
- (b) if, from time to time, a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme.

**Instrument** means this section 88B instrument.

**Loading Dock** has the meaning given to that term in the Management Statement.

**Loading Dock Management Plan** has the meaning given to that term in the Management Statement.

**Lot Benefited** means the whole or any part of a lot having the benefit of an Easement.

**Lot Burdened** means the whole or any part of a lot having the burden of an Easement.

**Management Act** means the *Strata Schemes Management Act 2015* (NSW).

**Management Statement** means a building management statement or strata management statement registered on a lot in the Plan.

**Occupation Certificate** has the meaning given to that term in section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW).

**OC Date** means the later of:

- (a) the date of the last Occupation Certificate issued for the Building on lot 1 in the Plan;
- (b) the date of an Occupation Certificate issued for the Building on lot 2 in the Plan; and
- (c) the date of an Occupation Certificate issued for the Building on lot 4 in the Plan.

**Operative Date** means the earlier of:

- (a) the OC Date; and
- (b) the date that the Developer in respect of an Easement gives notice to the Grantee and Grantor under the Easement that the Easement has become operational.

**Owners Corporation** means an owners corporation constituted under the Management Act on registration of a Strata Plan.

**Plan** means the plan to which this Instrument relates.

**Services** includes water, hot water plant and equipment, recycled water, sewerage, drainage, stormwater, gas, electricity, lighting, ventilation, exhaust, air, ducted air, security, fire, mechanical, air conditioning condensers, air handling units, conditioned air, services plant, garbage, grease arrestor, telephone and other communications, television, television or radio impulses or signals service.

**Shared Facilities** has the meaning given to that term in the Management Statement.

**Strata Plan** means a strata plan registered under the Development Act.

**Strata Scheme** means a strata scheme created on registration of a Strata Plan.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 7 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
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26<sup>TH</sup> of APRIL 2023

The word "**includes**" in any form is not a word of limitation.

**1. TERMS OF EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) NUMBERED 1 IN THE PLAN**

An easement for support and shelter as defined in and the subject of section 106 of the Development Act is created on the OC Date as if the easement was created under that section of the Development Act.

**2. TERMS OF EASEMENT FOR SERVICES (WHOLE OF LOT) NUMBERED 2 IN THE PLAN**

- (a) An easement for services as defined in and the subject of section 107 of the Development Act is created at the OC Date as if the easement was created under that section of the Development Act.
- (b) For the purposes of this Easement, **Services** includes those Services installed up to and including the OC Date.
- (c) The Management Statement may include provisions in respect of the use, repair and maintenance of the Services or the Lot Burdened.
- (d) The Management Statement may regulate the apportionment of costs in relation to this Easement.
- (e) The provisions of the Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

**3. TERMS OF EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) NUMBERED 3 IN THE PLAN**

- (a) The Grantee and Authorised Users may pass and repass across fire stairs and passages within the Lot Burdened by foot only and only for the purpose of egressing from the Lot Benefited:
  - (i) in an emergency;
  - (ii) in the case of a fire or fire drill purposes; or
  - (iii) if the lifts are not operational or are otherwise unavailable.

Approved by:



Authorised Delegate  
The Council of the City of Sydney



(Sheet 8 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (b) In exercising its powers under clause 3(a), the Grantee and its Authorised Users must:
- (i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (ii) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (iii) make good any collateral damage.
- (c) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

**4. TERMS OF EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT) NUMBERED 4 IN THE PLAN**

- (a) Subject to the provisions of this Easement, the Grantee and its Authorised Users may:
- (i) by any reasonable means pass across each Lot Burdened to access the Shared Facilities which the Grantee is entitled to use under the Management Statement; and
  - (ii) do anything reasonably necessary for that purpose, including:
    - (A) entering the Lot Burdened; and
    - (B) taking anything on to the Lot Burdened.
  - (iii) In exercising the powers granted under this Easement, the Grantee and its Authorised Users must:
    - (A) leave the Lot Burdened in a clean and tidy condition and remove all rubbish after use;
    - (B) comply with the relevant provisions of the Management Statement and any rules and conditions made under the Management Statement in respect of the access and use of the Shared Facilities and the Lot Burdened;
    - (C) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
    - (D) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
    - (E) restore the Lot Burdened as nearly as is practicable to its former condition; and

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 9 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
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26<sup>TH</sup> of APRIL 2023

- (F) make good any collateral damage.
- (b) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.
- (c) The Management Statement may include provisions in respect of access to Shared Facilities within the Building.
- (d) The Management Statement may regulate the apportionment of costs in relation to this Easement.
- (e) The provisions of the Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

**5. TERMS OF RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM)  
NUMBERED 5 IN THE PLAN**

**5.1 Definitions**

In this clause 5:

**Act** means the *Environment Planning and Assessment Act 1979* (NSW) (as amended) and includes any regulations made under the Act.

**Authorised User** means every person authorised by the Council of the City of Sydney for the purposes of the Easement created by this clause 5, including:

- (a) employees, agents, servants, contractors, workmen and licensees of the Council; and  
(b) members of the public.

**Council** means the Council of the City of Sydney and its successors.

**Easement** means the easement in this clause 5 and includes the conditions in relation to that easement.

**Easement Site** means, in relation to the Easement in this clause 5:

- (a) the site of the Easement on the Plan, including any limitations by height or depth; and  
(b) all items within the site of the Easement identified on the Plan which are the subject of the Easement.

**Emergency Situation** means any circumstance involving a need, for reasons of safety, for evacuation or egress from a building or other place, including fire, earthquake, flooding, terrorist activity and any training or test of such evacuation or egress.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 10 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Instrument** means this section 88B instrument.

**Lot Burdened** means the lot burdened by the Easement, or any part of it.

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.

**Plan** means the plan to which this Instrument relates.

**Planning Agreement** means the planning agreement dated 30 March 2017 registered number AM290578 entered into pursuant to subdivision 2 of Division 6 of Part 4 of the Act.

**Site** means the land known as 1 Alfred Street, Sydney and comprising former folio identifier 8/1224258.

## 5.2 Conditions

Each of the provisions of this Easement will constitute and be covenants and agreements by and between the Owner of the Lot Burdened and the Council for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of the Easement.

## 5.3 No Fetter

- (a) Nothing in this clause 5 in any way restricts or otherwise affects the unfettered discretion of the Council in the exercise of its statutory powers as a public authority.
- (b) If any conflict arises between the unfettered discretion of the Council in the exercise of its powers as a statutory authority and the performance of any right or obligation in this Easement, the former prevails.

## 5.4 GST

- (a) In this clause 5.4:
  - (i) **GST Law** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
  - (ii) terms used in this clause 5 which are not defined in this clause 5, but which are defined in the GST Law, have the meanings given in the GST Law.
- (b) Unless otherwise stated in this clause 5, amounts payable, and consideration to be provided, under any other provision of this clause 5 exclude GST.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 11 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (c) If GST is payable on a supply made in connection with this clause 5, the recipient must pay the party making the supply (supplier) an additional amount equal to the GST payable on that supply provided that the supplier first issues a tax invoice to the recipient.
- (d) If an adjustment event arises in connection with a supply made in connection with this clause 5:
  - (i) the supplier must recalculate the GST payable to reflect the adjustment event;
  - (ii) the supplier must give the recipient an adjustment note as soon as reasonably practicable after the supplier becomes aware of the adjustment event; and
  - (iii) the adjustment amount must be paid without delay either by the recipient to the supplier or by the supplier to the recipient as the case requires.
- (e) If a payment to a party under this clause 5 is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, the payment will be:
  - (i) reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense; and
  - (ii) then, increased by an amount equal to the GST payable if and to the extent that the payment is consideration for a taxable supply.

### 5.5 Terms of the Easement


Subject to clauses 5.7, 5.8 and 5.9, the Owner of the Lot Burdened grants:

- (a) to the Council and its Authorised Users full and free right to go, pass and repass over the Easement Site at all times:
  - (i) on foot or with wheelchairs or other disabled access aids, but excluding all other vehicles; and
  - (ii) with or without animals, for all lawful purposes; and
- (b) to the Council the right to erect within the Easement Site such artworks, street furniture, directional signage and other improvements which the Council considers consistent with the purpose of the Easement Site specified in clause 5.6, provided the Council obtains the consent of the Owner of the Lot Burdened to such erection (which consent may not be unreasonably withheld).

### 5.6 Purpose of Easement

The Council and the Owner of the Lot Burdened acknowledge and agree that the Easement is being provided at no cost to the public and is for the purpose of providing access over the Easement Site to any member of the public.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 12 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

### 5.7 Works to Lot Burdened

- (a) Subject to ensuring the provision of access in accordance with clause 5.6 and compliance with the requirements of clause 5.8, the Owner of the Lot Burdened may carry out works of any nature on or about the Lot Burdened, including constructing, installing, removing, redeveloping or otherwise changing improvements on or about the Easement Site.
- (b) Despite clause 5.7(a), the Owner of the Lot Burdened may not install or erect works of art, street furniture, awnings, tables and chairs associated with ground floor retail premises, notice boards or any other improvement at ground level or balconies above ground level within the Easement Site unless the Owner of the Lot Burdened obtains the consent of the Council to such erection (which consent may not be unreasonably withheld).

### 5.8 Restriction on access

The Owner of the Lot Burdened may temporarily close, or temporarily restrict access through part (but not all) of the Easement Site for the purpose of, or as a result of:

- (a) the construction, repair or maintenance of any improvement on the Site; or
- (b) carrying out obligations under clause 6.5 ("Maintenance of Easement Site") of this Instrument or any other obligation under this Instrument,

provided that:

- (c) such restriction is for a period not exceeding one month or such other period of time as agreed by the Council; and
- (d) the Owner of the Lot Burdened:
  - (i) obtains the prior written consent of the Council and complies with any conditions imposed on that consent; and
  - (ii) takes reasonable steps to minimise the disturbance caused in accordance with the rights granted under clause 5.5.

### 5.9 Emergencies

- (a) The Owner of the Lot Burdened may restrict temporarily access to the Easement Site in an Emergency Situation provided that it gives as much notice as is practicable to the Council and uses all reasonable endeavours to resolve the Emergency Situation and restore access to the Easement Site as soon as possible.
- (b) The Council may erect temporary signage or barriers on the Easement Site to restrict temporarily access to the Easement Site by members of the public if it reasonably forms the view that such access is unsafe.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 13 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (c) Despite any other provision of this clause 5:
- (i) the Owner of the Lot Burdened must allow the Easement Site to be used for access by all emergency and other essential service organisations; and
  - (ii) the Owner of the Lot Burdened must not interfere with such access.

#### 5.10 Indemnity

The Owner of the Lot Burdened indemnifies the Council against any claims or damages arising from the use of the Easement Site by the Council and any of its Authorised Users except where the claim or damage is caused by, or contributed to by, the wilful or negligent act or omission of the Council.

#### 5.11 Sunrise Date

The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

#### 5.12 Persons empowered to release, vary or modify the Right of Public Access

This Right of Public Access numbered 5 in the Plan may only be released, varied or modified with the consent of both the Council and the Owner of the Lot Burdened.

### 6. TERMS OF POSITIVE COVENANT NUMBERED 6 IN THE PLAN

#### 6.1 Definitions

In this clause 6:

**Council** means the Council of the City of Sydney and its successors.

**Easement** means the easement in clause 5 ("Terms of Right of Public Access Variable Width (A) (Limited in Stratum) Numbered 5 in the Plan") of this Instrument and includes the conditions in relation to that easement.

**Easement Site** means, in relation to the Easement in clause 5 ("Terms of Right of Public Access Variable Width (A) (Limited in Stratum) Numbered 5 in the Plan") of this Instrument:

- (a) the site of the Easement on the Plan, including any limitations by height or depth; and
- (b) all items within the site of the Easement identified on the Plan which are the subject of the Easement.

**Instrument** means this section 88B instrument.

**Lot Burdened** means the lot burdened by the Easement, or any part of it.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 14 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.

**Plan** means the plan to which this Instrument relates.

## 6.2 Conditions

Each of the provisions of this clause 6 will constitute and be covenants and agreements by and between the Owner of the Lot Burdened and the Council for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of the Easement.

## 6.3 No Fetter

- (a) Nothing in this clause 6 in any way restricts or otherwise affects the unfettered discretion of the Council in the exercise of its statutory powers as a public authority.
- (b) If any conflict arises between the unfettered discretion of the Council in the exercise of its powers as a statutory authority and the performance of any right or obligation in this clause 6, the former prevails.

## 6.4 GST

- (a) In this clause 6.4:
  - (i) **GST Law** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
  - (ii) terms used in this clause 6 which are not defined in this clause 6, but which are defined in the GST Law, have the meanings given in the GST Law.
- (b) Unless otherwise stated in this clause 6, amounts payable, and consideration to be provided, under any other provision of this clause 6 exclude GST.
- (c) If GST is payable on a supply made in connection with this clause 6, the recipient must pay the party making the supply (supplier) an additional amount equal to the GST payable on that supply provided that the supplier first issues a tax invoice to the recipient.
- (d) If an adjustment event arises in connection with a supply made in connection with this clause 6:
  - (i) the supplier must recalculate the GST payable to reflect the adjustment event;
  - (ii) the supplier must give the recipient an adjustment note as soon as reasonably practicable after the supplier becomes aware of the adjustment event; and
  - (iii) the adjustment amount must be paid without delay either by the recipient to the supplier or by the supplier to the recipient as the case requires.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 15 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (e) If a payment to a party under this clause 6 is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, the payment will be:
- (i) reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense; and
  - (ii) then, increased by an amount equal to the GST payable if and to the extent that the payment is consideration for a taxable supply.

#### 6.5 Maintenance of Easement Site

The Owner of the Lot Burdened must:

- (a) at all times, maintain the Easement Site (including the lighting) in good repair;
- (b) not permit the Easement Site to fall into disrepair so that the use of the Easement Site becomes unsafe or impractical or impossible;
- (c) keep the Easement Site clean and free from rubbish;
- (d) if required by Council, permit the Council to enter the Easement Site with equipment, machinery and street sweeping vehicles to clean the Easement Site after special events, including New Year's Eve; and
- (e) if required by Council, upgrade and refurbish the Easement Site, in accordance with the reasonable requirements of, and to the reasonable satisfaction of, the Council, including in accordance with the requirements of the Council's Public Domain Manual.

#### 6.6 Waterproofing Membrane

Council is not responsible for the maintenance of any waterproofing membrane at the Easement Site.

#### 6.7 Public Liability Insurance

- (a) The Owner of the Lot Burdened must take out and maintain a public liability insurance policy with respect to any liabilities to the Council or any other person for the death or injury of any person within or about the Easement Site for an amount in respect of any single accident of not less than \$20 million, or such higher amount as may be required by the Council (acting reasonably).
- (b) The policy referred to in clause 6.7(a) must:
  - (i) note the Council as an interested party; and
  - (ii) be taken out and maintained with an insurer licensed by the Australian Prudential Regulation Authority to operate in Australia or have an investment grade security

Approved by:



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Authorised Delegate  
The Council of the City of Sydney



(Sheet 16 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

rating from an industry recognised rating agency such as Standard and Poors,  
Moody's or Bests.

**6.8 Sunrise Date**

The rights and obligations granted in respect of this Positive Covenant numbered 6 in the Plan have no force or effect until the Operative Date.

**6.9 Persons empowered to release, vary or modify the Positive Covenant**

This Positive Covenant numbered 6 in the Plan may only be released, varied or modified with the consent of both Council and the Owner of the Lot Burdened.

**7. TERMS OF RIGHT OF FOOTWAY AND RECREATION VARIABLE WIDTH (B) (LIMITED IN STRATUM) NUMBERED 7 IN THE PLAN**

**7.1 Definitions**

In this clause 7:

**Act** means the *Environmental Planning and Assessment Act 1979* (NSW) (as amended) and includes any regulations made under the Act.

**Authorised User** means every person authorised by the Council of the City of Sydney for the purposes of the Easement created by this clause 7, including:

- (a) employees, agents, servants, contractors, workmen and licensees of the Council; and
- (b) members of the public.

**Council** means the Council of the City of Sydney and its successors.

**Development Consent** means the consents granted to development applications D/2015/882/F, D/2010/2029/B and D/2016/1529/C, as modified from time to time.

**Easement** means the easement in this clause 7 and includes the conditions in relation to that easement.

**Easement Site** means, in relation to the Easement in this clause 7:

- (a) the site of the Easement on the Plan, including any limitations by height or depth; and
- (b) all items within the site of the Easement identified on the Plan which are the subject of the Easement.

**Emergency Situation** means any circumstance involving a need, for reasons of safety, for evacuation or egress from a building or other place, including fire, earthquake, flooding, terrorist activity and any training or test of such evacuation or egress.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 17 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Instrument** means this section 88B instrument.

**Lot Burdened** means the lot burdened by the Easement, or any part of it.

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.

**Plan** means the plan to which this Instrument relates.

**Planning Agreement** means the planning agreement dated 30 March 2017 registered number AM290578 entered into pursuant to subdivision 2 of Division 6 of Part 4 of the Act.

**Site** means the land known as 1 Alfred Street, Sydney and comprising former folio identifier 8/1224258.

## 7.2 Conditions

Each of the provisions of this Easement will constitute and be covenants and agreements by and between the Owner of the Lot Burdened and the Council for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of the Easement.

## 7.3 No Fetter

- (a) Nothing in this clause 7 in any way restricts or otherwise affects the unfettered discretion of the Council in the exercise of its statutory powers as a public authority.
- (b) If any conflict arises between the unfettered discretion of the Council in the exercise of its powers as a statutory authority and the performance of any right or obligation in this Easement, the former prevails.

## 7.4 GST

- (a) In this clause 7.4:
  - (i) **GST Law** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
  - (ii) terms used in this clause 7 which are not defined in this clause 7, but which are defined in the GST Law, have the meanings given in the GST Law.
- (b) Unless otherwise stated in this clause 7, amounts payable, and consideration to be provided, under any other provision of this clause 7 exclude GST.
- (c) If GST is payable on a supply made in connection with this clause 7, the recipient must pay the party making the supply (supplier) an additional amount equal to the GST payable on that supply provided that the supplier first issues a tax invoice to the recipient.

Approved by:



Authorised Delegate  
The Council of the City of Sydney

(Sheet 18 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (d) If an adjustment event arises in connection with a supply made in connection with this clause 7:
- (i) the supplier must recalculate the GST payable to reflect the adjustment event;
  - (ii) the supplier must give the recipient an adjustment note as soon as reasonably practicable after the supplier becomes aware of the adjustment event; and
  - (iii) the adjustment amount must be paid without delay either by the recipient to the supplier or by the supplier to the recipient as the case requires.
- (e) If a payment to a party under this clause 7 is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, the payment will be:
- (i) reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense; and
  - (ii) then, increased by an amount equal to the GST payable if and to the extent that the payment is consideration for a taxable supply.

#### 7.5 Terms of the Easement

Subject to clauses 7.7, 7.8 and 7.9, the Owner of the Lot Burdened grants to the Council and its Authorised Users full and free right to go, pass and repass over the Easement Site and use the Easement Site for passive recreational purposes at all times:

- (a) on foot; or
- (b) with wheelchairs or other disabled access aids, including guide dogs but excluding all other vehicles and animals,

for all lawful purposes.

#### 7.6 Purpose of Easement

The Council and the Owner of the Lot Burdened acknowledge and agree that the Easement is being provided at no cost to the public and is for the purpose of enabling the use of the Easement Site as public open space by any member of the public.

#### 7.7 Works to Lot Burdened

- (a) Subject to ensuring the provision of public open space in accordance with clause 7.6 and compliance with the requirements of clause 7.8, the Owner of the Lot Burdened may:
  - (i) carry out works of any nature on or about the Lot Burdened, including without limitation, constructing, installing, removing, redeveloping or otherwise changing improvements on or about the Easement Site;
  - (ii) permit doors to open out into the Easement Site; and

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Authorised Delegate  
The Council of the City of Sydney

(Sheet 19 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (iii) install or erect works of art, street furniture, awnings, notice boards and tables and chairs associated with hotel bar and dining premises at ground level within the Easement Site.
- (b) For the avoidance of doubt, any improvements or encroachments on the Easement Site that have been approved under the Development Consent are not in breach of this clause 7.

#### 7.8 Restriction on Rights

Except as permitted by clause 7.7, the Owner of the Lot Burdened must not grant to any person any licence or other right to occupy any part of the Easement Site without the consent of the Council, which may be withheld by the Council if it determines that the proposed right of occupation is inconsistent with the use of the Easement Site for the purposes permitted by this Easement.

#### 7.9 Restriction on Access

The Owner of the Lot Burdened may temporarily restrict use of part (but not all of) the Easement Site for the purpose of, or as a result of:

- (a) the construction, repair or maintenance of any improvement on the Site; or
- (b) carrying out obligations under clause 8.5 ("Maintenance of Easement Site") of this Instrument or any other obligation under this Instrument,

provided that:

- (c) such restriction is for a period not exceeding one month; and
- (d) the Owner of the Lot Burdened:
  - (i) obtains the prior written consent of the Council and complies with any conditions imposed on that consent; and
  - (ii) takes reasonable steps to minimise the disturbance caused in accordance with the rights granted under clause 7.5.

#### 7.10 Emergencies

- (a) The Owner of the Lot Burdened may restrict temporarily access to the Easement Site in an Emergency Situation provided that it gives as much notice as is practicable to the Council and uses all reasonable endeavours to resolve the Emergency Situation and restore access to the Easement Site as soon as possible.
- (b) The Council may erect temporary signage or barriers on the Easement Site to restrict temporarily access to the Easement Site by members of the public if it reasonably forms the view that such access is unsafe.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 20 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (c) Despite any other provision of this clause 7:
- (i) the Owner of the Lot Burdened must allow the Easement Site to be used for access by all emergency and other essential service organisations; and
  - (ii) the Owner of the Lot Burdened must not interfere with such access.

#### 7.11 Indemnity

The Owner of the Lot Burdened indemnifies the Council against any claims or damages arising from the use of the Easement Site by the Council and any of its Authorised Users except where the claim or damage is caused by, or contributed to by, the wilful or negligent act or omission of the Council.

#### 7.12 Sunrise Date

The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

#### 7.13 Persons empowered to release, vary or modify the Right of Footway

This Right of Footway and Recreation numbered 7 in the Plan may only be released, varied or modified with the consent of both the Council and the Owner of the Lot Burdened.

### 8. TERMS OF POSITIVE COVENANT NUMBERED 8 IN THE PLAN

#### 8.1 Definitions

In this clause 8:

**Council** means the Council of the City of Sydney and its successors.

**Easement** means the easement in clause 7 ("Terms of Right of Footway and Recreation Variable Width (B) (Limited in Stratum) Numbered 7 in the Plan") and includes the conditions in relation to that easement.

**Easement Site** means, in relation to the Easement in clause 7 ("Terms of Right of Footway and Recreation Variable Width (B) (Limited in Stratum) Numbered 7 in the Plan"):

- (a) the site of the Easement on the Plan, including any limitations by height or depth; and
- (b) all items within the site of the Easement identified on the Plan which are the subject of the Easement.

**Instrument** means this section 88B instrument.

**Lot Burdened** means the lot burdened by the Easement, or any part of it.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 21 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.

**Plan** means the plan to which this Instrument relates.

## 8.2 Conditions

Each of the provisions of this clause 8 will constitute and be covenants and agreements by and between the Owner of the Lot Burdened and the Council for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of the Easement.

## 8.3 No Fetter

- (a) Nothing in this clause 8 in any way restricts or otherwise affects the unfettered discretion of the Council in the exercise of its statutory powers as a public authority.
- (b) If any conflict arises between the unfettered discretion of the Council in the exercise of its powers as a statutory authority and the performance of any right or obligation in this clause 8, the former prevails.

## 8.4 GST

- (a) In this clause 8.4:
  - (i) **GST Law** has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
  - (ii) terms used in this clause 8 which are not defined in this clause 8, but which are defined in the GST Law, have the meanings given in the GST Law.
- (b) Unless otherwise stated in this clause 8, amounts payable, and consideration to be provided, under any other provision of this clause 8 exclude GST.
- (c) If GST is payable on a supply made in connection with this clause 8, the recipient must pay the party making the supply (supplier) an additional amount equal to the GST payable on that supply provided that the supplier first issues a tax invoice to the recipient.
- (d) If an adjustment event arises in connection with a supply made in connection with this clause 8:
  - (i) the supplier must recalculate the GST payable to reflect the adjustment event;
  - (ii) the supplier must give the recipient an adjustment note as soon as reasonably practicable after the supplier becomes aware of the adjustment event; and

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 22 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (iii) the adjustment amount must be paid without delay either by the recipient to the supplier or by the supplier to the recipient as the case requires.
- (e) If a payment to a party under this clause 8 is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, the payment will be:
  - (i) reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense; and
  - (ii) then, increased by an amount equal to the GST payable if and to the extent that the payment is consideration for a taxable supply.

#### 8.5 Maintenance of Easement Site

The Owner of the Lot Burdened must:

- (a) at all times, maintain the Easement Site (including the lighting) in good repair;
- (b) not permit the Easement Site to fall into disrepair so that the use of the Easement Site becomes unsafe or impractical or impossible;
- (c) keep the Easement Site clean and free from rubbish;
- (d) if required by Council, permit the Council to enter the Easement Site with equipment, machinery and street sweeping vehicles to clean the Easement Site after special events, including New Year's Eve; and
- (e) if required by Council, upgrade and refurbish the Easement Site, in accordance with the reasonable requirements of, and to the reasonable satisfaction of, the Council, including in accordance with the requirements of the Council's Public Domain Manual.

#### 8.6 Waterproofing Membrane

Council is not responsible for the maintenance of any waterproofing membrane at the Easement Site.

#### 8.7 Public Liability Insurance

- (a) The Owner of the Lot Burdened must take out and maintain a public liability insurance policy with respect to any liabilities to the Council or any other person for the death or injury of any person within or about the Easement Site for an amount in respect of any single accident of not less than \$20 million, or such higher amount as may be required by the Council (acting reasonably).
- (b) The policy referred to in clause 8.7(a) must:
  - (i) note the Council as an interested party; and

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 23 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (ii) be taken out and maintained with an insurer licensed by the Australian Prudential Regulation Authority to operate in Australia or have an investment grade security rating from an industry recognised rating agency such as Standard and Poors, Moodys or Bests.

#### 8.8 Sunrise Date

The rights and obligations granted in respect of this Positive Covenant numbered 8 in the Plan have no force or effect until the Operative Date.

#### 8.9 Persons empowered to release, vary or modify the Positive Covenant

This Positive Covenant numbered 8 in the Plan may only be released, varied or modified with the consent of both Council and the Owner of the Lot Burdened.

#### 9. TERMS OF RIGHT OF ACCESS VARIABLE WIDTH (RA1) (LIMITED IN STRATUM) NUMBERED 9 IN THE PLAN

- (a) The Grantor grants to the Grantee and its Authorised Users full and free right to go, pass and repossess at all times over the Easement Site:
  - (i) on foot or bicycle;
  - (ii) with wheelchairs or other disabled access aids;
  - (iii) with trolleys and other non-mechanical devices designed to carry goods; and
  - (iv) without vehicles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).
- (b) The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried out on the Lot Burdened), may remove (or refuse entry to) Authorised Users if that Authorised User:
  - (i) is not adequately clothed;
  - (ii) is drunk or under the influence of drugs;
  - (iii) loiters or causes excessive noise; or
  - (iv) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.
- (c) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney



(Sheet 24 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**10. TERMS OF RIGHT OF ACCESS VARIABLE WIDTH (RA2) (LIMITED IN STRATUM) NUMBERED 10 IN THE PLAN**

- (a) Subject to the provisions of this Easement, the Grantee and its Authorised Users may pass and repossess with or without vehicles across the Easement Site.
- (b) In exercising the powers granted under this Easement, a Grantee must:
  - (i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
  - (ii) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
  - (iii) make good any collateral damage.
- (c) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

**11. TERMS OF RIGHT OF ACCESS VARIABLE WIDTH (RA3) (LIMITED IN STRATUM) NUMBERED 11 IN THE PLAN**

- (a) The Grantor grants to the Grantee and its Authorised Users full and free right to go, pass and repossess at all times over the Easement Site:
  - (i) on foot or bicycle;
  - (ii) with wheelchairs or other disabled access aids;
  - (iii) with trolleys and other non-mechanical devices designed to carry goods; and
  - (iv) without vehicles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).
- (b) The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried out on the Lot Burdened), may remove (or refuse entry to) Authorised Users if that Authorised User:
  - (i) is not adequately clothed;
  - (ii) is drunk or under the influence of drugs;
  - (iii) loiters or causes excessive noise; or

Approved by:



.....  
Authorised Delegate  
The Council of the City of Sydney

(Sheet 25 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (iv) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.
- (c) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

**12. TERMS OF RIGHT OF ACCESS VARIABLE WIDTH (RA4) (LIMITED IN STRATUM) NUMBERED 12 IN THE PLAN**

- (a) The Grantor grants to the Grantee and its Authorised Users full and free right to go, pass and repass at all times over the Easement Site:
  - (i) on foot or bicycle;
  - (ii) with wheelchairs or other disabled access aids;
  - (iii) with trolleys and other non-mechanical devices designed to carry goods; and
  - (iv) without vehicles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).
- (b) The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried out on the Lot Burdened), may remove (or refuse entry to) Authorised Users if that Authorised User:
  - (i) is not adequately clothed;
  - (ii) is drunk or under the influence of drugs;
  - (iii) loiters or causes excessive noise; or
  - (iv) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.
- (c) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

**13. TERMS OF EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LD1) (LIMITED IN STRATUM) NUMBERED 13 IN THE PLAN**

- (a) Subject to the provisions of this Easement, the Grantee and its Authorised Users may:
  - (i) access and use each Lot Burdened, but only within the Easement Site, to access and use the Loading Dock within the Easement Site, subject to the availability of the

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Authorised Delegate  
The Council of the City of Sydney

(Sheet 26 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

Loading Dock and any rules of operation of the Loading Dock in the Management Statement and as reasonably determined by the Building Management Committee from time to time, to load and unload goods, furniture, equipment, garbage, waste and any other items; and

- (ii) do anything reasonably necessary for that purpose, including:
  - (A) entering the Lot Burdened, and
  - (B) taking anything on to the Lot Burdened.
- (b) In exercising those powers, the Grantee and its Authorised Users must:
  - (i) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
  - (ii) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
  - (iii) restore the Lot Burdened as nearly as is practicable to its former condition;
  - (iv) make good any collateral damage;
  - (v) comply with the requirements of the Loading Dock Management Plan; and
  - (vi) comply with the provisions of the Management Statement.
- (c) The Grantee and Authorised Users must comply with any rules made by the Building Management Committee from time to time in relation to the use of the Loading Dock and the Easement Site.
- (d) The Management Statement may include provisions in respect of the use, repair and maintenance of the Loading Dock or the Easement Site.
- (e) The Management Statement may regulate the apportionment of costs in relation to this Easement.
- (f) The provisions of the Management Statement will apply to the extent of any inconsistency with the terms of this Easement.
- (g) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 27 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**14. TERMS OF RIGHT TO USE LIFTS VARIABLE WIDTH (L1) (LIMITED IN STRATUM) NUMBERED 14 IN THE PLAN**

- (a) Subject to the provisions of this Easement, the Grantee and its Authorised Users may use the lifts within the Easement Site and pass and repass over the Easement Site:
- (i) on foot;
  - (ii) with wheelchairs or other disabled access aids;
  - (iii) with trolleys and other non-mechanical devices designed to carry goods; and
  - (iv) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).
- (b) The Grantee and its Authorised Users may use any lift within the Easement Site, subject to availability of the lift and any rules of operation for the lift reasonably determined by the Grantor or the Building Management Committee from time to time.
- (c) The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) a Grantee or an Authorised User, if the Grantee or Authorised User:
- (i) is not adequately clothed;
  - (ii) is drunk or under the influence of drugs;
  - (iii) loiters or causes excessive noise;
  - (iv) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened; or
  - (v) does not comply with any rules made by the Grantor and/or the Building Management Committee in relation to the use and enjoyment of the Easement Site.
- (d) In exercising the powers granted under this Easement, a Grantee must:
- (i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
  - (ii) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (iii) make good any collateral damage.
- (e) The Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site and the lift within the Easement Site.

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Authorised Delegate  
The Council of the City of Sydney

(Sheet 28 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (f) A Management Statement may regulate the apportionment of costs in relation to this Easement.
- (g) The provisions of a Management Statement will apply to the extent of any inconsistency with the terms of this Easement.
- (h) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

**15. TERMS OF EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (LA1) (LIMITED IN STRATUM) NUMBERED 15 IN THE PLAN**

- (a) This Easement is for the free and uninterrupted access of light and air crossing through the Easement Site to and from the windows, doors and apertures on any building erected or to be erected on the Lot Benefited.
- (b) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

**16. TERMS OF EASEMENT FOR MAINTENANCE AND ACCESS VARIABLE WIDTH (MA2) (LIMITED IN STRATUM) NUMBERED 16 IN THE PLAN**

- (a) The Grantee and its Authorised Users may:
  - (i) access the Lot Burdened, but only within the Easement Site, for the purpose of cleaning, repairing and maintaining the building and improvements on the Lot Benefited; and
  - (ii) do anything reasonably necessary for that purpose, including:
    - (A) taking anything on to the Easement Site, including Building Maintenance Units, cranes, swinging, hoisting equipment and scaffolding; and
    - (B) remain on the Easement Site for any reasonable time for the purposes in clause 16(a)(i).
- (b) In exercising the powers under this Easement, the Grantee and its Authorised Users must:
  - (i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (ii) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 29 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (iii) restore the Lot Burdened and any improvements on it as nearly as is practicable to its former condition; and
- (iv) make good any collateral damage.
- (c) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

**17. TERMS OF POSITIVE COVENANT NUMBERED 17 IN THE PLAN**

- (a) A check survey at each level shall be carried out of all structures along the common boundary between Lot 1 and Lot 4 prior to the lodgement of the Stage 2 subdivision application for the dedication of Lot 3.
- (b) Where a wall lies outside the common boundary of Lot 1 and Lot 4, a subdivision application shall be lodged, pursuant to Part 2 Division 1 Subdivision 38 Section 2.75 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, to adjust the boundary, unless the variation exceeds the amount permissible under this SEPP. The boundary adjustment may be included with the Stage 2 subdivision if so desired.
- (c) In the event that the variation in the wall exceeds the amount permissible under the above SEPP, a development application must be lodged for the subdivision to correct the variation, so that the boundary will pass through the material of the wall, and consequently an application under Section 6.15 of the Environmental Planning & Assessment Act 1979 for subdivision lodged and the subdivision registered prior to the issue of any occupation certificate for the building.
- (d) Where a registered surveyor has certified that the common boundaries of Lots 1 & 4 passes through the material of all the walls erected on the above common boundaries, the positive covenant shall be released prior to the future strata plan.

Name of authority empowered to release, vary or modify easement, profit à prendre, restriction, or positive covenant number 17 in the Plan

Council

**18. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 18 IN THE PLAN**

- (a) The Gross Floor Area (GFA) of the lots, as defined by the *Sydney Local Environment Plan 2012*, or later LEP, must not exceed the following amounts:
  - (i) Lot 1: 39,697 square metres;

Approved by:



.....  
Authorised Delegate  
The Council of the City of Sydney

(Sheet 30 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (ii) Lot 2: 19,394 square metres;
  - (iii) Lot 4: 430 square metres.
- (b) The total Gross Floor Area of the components of the building occupying the lots (Lot 1, Lot 2 and Lot 4), taken together, must be no more than that permissible for the entire site by the *Sydney Local Environment Plan 2012*, or the relevant Environmental Planning Instrument in existence at the time.

Name of authority empowered to release, vary or modify easement, profit à prendre, restriction, or positive covenant number 18 in the Plan

Council

#### 19. TERMS OF EFFECT OF THE MANAGEMENT STATEMENT

- (a) This clause applies to each Easement in this Instrument.
- (b) If the Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or its Authorised User, the rules must be consistent with the Easement and any Management Statement.
- (c) If a Management Statement allocates responsibility for complying with obligations under an Easement to a different person than that set out in the Easement (e.g. the obligation is imposed on a Building Management Committee), or the Management Statement imposes rules or conditions on the carrying out of works, repair or maintenance, the Management Statement prevails to the extent of the inconsistency. The relevant Grantor or Grantee must use their reasonable endeavours to ensure that the relevant person complies with these obligations.
- (d) If a Management Statement regulates the apportionment of costs in relation to an Easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the Easement and a Management Statement, the Management Statement prevails to the extent of the inconsistency.
- (e) If a Management Statement binds the Grantor or Grantee (or any person acting under the Grantor or Grantee) and that Management Statement:
  - (i) imposes obligations on the Grantor or Grantee;
  - (ii) confers rights on the Grantor or Grantee; or
  - (iii) requires the Grantor or Grantee to do or refrain from doing something,

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 31 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

which are in addition to the rights, obligations or actions conferred, imposed or regulated by the Easement, then the party bound by the Management Statement has the benefit of those rights and the burden of those obligations in addition to the rights and obligations set out in the Easement.

**20. Limitation of Liability – GR Trustee**

(a) In this clause 20:

**GR Trust** means the Lendlease (Goldfields Residential) Landowning Trust constituted by the GR Trust Deed.

**GR Trustee** means Lendlease (Goldfields Residential) Pty Limited ACN 659 904 211.

**GR Trust Deed** the deed constituting the GR Trust entered into by the GR Trustee (as trustee) on 5 June 2021.

- (b) The GR Trustee enters into this Instrument solely in its capacity as trustee of the GR Trust and in no other capacity.
- (c) A liability arising under or in connection with this Instrument can be enforced against the GR Trustee only to the extent to which it can be satisfied out of the property of the GR Trust out of which the GR Trustee is actually indemnified for the liability.
- (d) The limitation of the GR Trustee's liability contained in this clause 20 applies despite any other provision of this Instrument other than clause 20(f) and extends to all liabilities and obligations of the GR Trustee in any way connected with any representation, act or omission related to this Instrument.
- (e) A party to this Instrument may not sue the GR Trustee in any capacity other than as trustee of the GR Trust, including seeking the appointment to the GR Trustee of a receiver (except in relation to the property of the GR Trust), a liquidator, administrator or any other similar person.
- (f) The provisions of this clause 20 do not apply to any obligation or liability of the GR Trustee to the extent that it is not satisfied because under the deed creating the GR Trust or by operation of law the GR Trustee is not indemnified, or there is a reduction in the extent of the GR Trustee's indemnification out of the assets of the GR Trust, as a result of the GR Trustee's fraud, breach of trust, wilful misconduct or dishonesty.
- (g) The operation of this clause 20 shall survive the termination or expiration of this Instrument.

**21. Limitation of Liability – GH Trustee**

(a) In this clause 21:

Approved by:



.....  
Authorised Delegate  
The Council of the City of Sydney



(Sheet 32 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**GH Trust** means the Lendlease (Goldfields Hotel) Landowning Trust constituted by the GH Trust Deed.

**GH Trustee** means Lendlease (Goldfields Hotel) Pty Limited ACN 659 903 830.

**GH Trust Deed** means the deed constituting the Trust entered into by the GH Trustee (as trustee) on 5 June 2021.

- (b) The GH Trustee enters into this Instrument solely in its capacity as trustee of the GH Trust and in no other capacity.
- (c) A liability arising under or in connection with this Instrument can be enforced against the GH Trustee only to the extent to which it can be satisfied out of the property of the GH Trust out of which the GH Trustee is actually indemnified for the liability.
- (d) The limitation of the GH Trustee's liability contained in this clause 21 applies despite any other provision of this Instrument other than clause 21(f) and extends to all liabilities and obligations of the GH Trustee in any way connected with any representation, act or omission related to this Instrument.
- (e) A party to this Instrument may not sue the GH Trustee in any capacity other than as trustee of the GH Trust, including seeking the appointment to the GH Trustee of a receiver (except in relation to the property of the GH Trust), a liquidator, administrator or any other similar person.
- (f) The provisions of this clause 21 do not apply to any obligation or liability of the GH Trustee to the extent that it is not satisfied because under the deed creating the GH Trust or by operation of law the GH Trustee is not indemnified, or there is a reduction in the extent of the GH Trustee's indemnification out of the assets of the GH Trust, as a result of the GH Trustee's fraud, breach of trust, wilful misconduct or dishonesty.
- (g) The operation of this clause 21 shall survive the termination or expiration of this Instrument.

Approved by:



.....  
Authorised Delegate  
The Council of the City of Sydney

(Sheet 33 of 36 sheets)

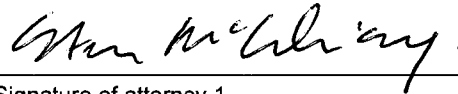
Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Signed sealed and delivered** for LENDLEASE  
(GOLDFIELDS RESIDENTIAL) PTY LIMITED  
by its attorneys under power of attorney dated 9  
August 2022, registered number 187 book  
number 4802 in the presence of



Signature of witness



Signature of attorney 1

Evguenni Khristenko

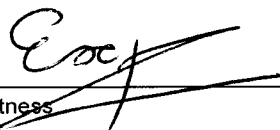
Name of witness (print)  
Level 14, Tower Three  
International Towers Sydney  
Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000  
Address of Witness (print)

Steven McGillivray

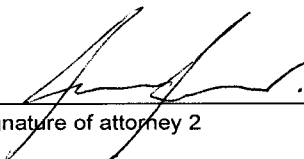
Name of attorney 1 (print)

Project Director

Position of attorney 1 (print)



Signature of witness



Signature of attorney 2

Evguenni Khristenko

Name of witness (print)  
Level 14, Tower Three  
International Towers Sydney  
Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000  
Address of witness (print)

Jans Fraser

Name of attorney 2 (print)

Senior Development Manager

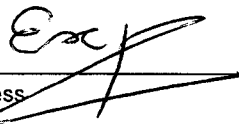
Position of attorney 2 (print)

(Sheet 34 of 36 sheets)

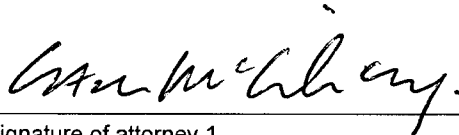
Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Signed sealed and delivered** for LENDLEASE  
(GOLDFIELDS HOTEL) PTY LIMITED by its  
attorneys under power of attorney dated 9  
August 2022, registered number 186 book  
number 4802 in the presence of



Signature of witness



Signature of attorney 1

**Evguenni Khristenko**

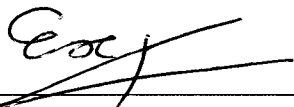
Name of witness (print)  
**Level 14, Tower Three  
International Towers Sydney  
Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000**  
Address of Witness (print)

**Steven McGillivray**

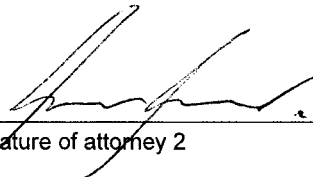
Name of attorney 1 (print)

**Project Director**

Position of attorney 1 (print)



Signature of witness



Signature of attorney 2

**Evguenni Khristenko**

Name of witness (print)  
**Level 14, Tower Three  
International Towers Sydney  
Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000**  
Address of Witness (print)

**Jans Fraser**

Name of attorney 2 (print)

**Senior Development Manager**

Position of attorney 2 (print)

(Sheet 35 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

Executed on behalf of **The Council of the City  
of Sydney** by its Authorised Delegate pursuant  
to section 377 of the *Local Government Act*  
1993 (NSW):



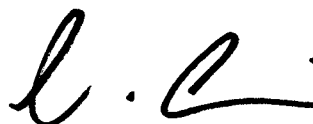
Signature of Witness

CHRISTOPHER GORMAN

Name of Witness

c/o 456 KENT STREET SYDNEY

Address of Witness



Signature of Authorised Delegate

CHRISTOPHER CORRADI

Name of Authorised Delegate

AREA PLANNING MANAGER (MAJOR PROJECTS)

Position of Authorised Delegate

(Sheet 36 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Signed sealed and delivered** for CBA

CORPORATE SERVICES (NSW) PTY LIMITED

ACN 072 765 434 by its attorney under power

of attorney dated 26.11.2013.....

registered number 765.....

book number 4659.....

in the presence of

Jessie McIvor  
Signature of witness

Nanette Gamboa  
Signature of attorney

Jessie McIvor  
Name of witness (print)  
Level 14, Tower Three  
International Towers Sydney  
Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000  
Address of witness (print)

NANETTE GAMBOA  
Name of attorney (print)  
DIRECTOR  
Position of attorney (print)

REGISTERED:  23/05/2023

**Replacement Annexure D - Right of footway and recreation instrument**

Right of footway and recreation instrument - right of footway and recreation variable width (B) (limited in stratum) numbered 7 and positive covenant numbered 8 of the instrument that follows.

**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.**

(Sheet 1 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3  
dated 26/04/2023

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

LENLEASE (GOLDFIELDS RESIDENTIAL) PTY LIMITED  
ACN 659 904 211  
Level 14, Tower Three,  
International Towers Sydney, Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000

LENLEASE (GOLDFIELDS HOTEL) PTY LIMITED  
ACN 659 903 830  
Level 14, Tower Three,  
International Towers Sydney, Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	1 2 4	2, 3, 4 1, 3, 4 1, 2, 3
2	EASEMENT FOR SERVICES (WHOLE OF LOT)	1 2 4	2, 4 1, 4 1, 2

Approved by:



Authorised Delegate  
The Council of the City of Sydney

(Sheet 2 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>th</sup> of APRIL 2023

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:
3	EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)	1 2 4	2, 4 1, 4 1, 2
4	EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)	1 2 4	2, 4 1, 4 1, 2
5	RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM)	1	The Council of the City of Sydney
6	POSITIVE COVENANT	1	The Council of the City of Sydney
7	RIGHT OF FOOTWAY AND RECREATION VARIABLE WIDTH (B) (LIMITED IN STRATUM)	1, 2	The Council of the City of Sydney
8	POSITIVE COVENANT	1, 2	The Council of the City of Sydney

Approved by:



Authorised Delegate  
The Council of the City of Sydney



(Sheet 3 of 36 sheets)

# Plan: DP1290500

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

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:
9	RIGHT OF ACCESS VARIABLE WIDTH (RA1) (LIMITED IN STRATUM)	1 2	2, 4 1, 4
10	RIGHT OF ACCESS VARIABLE WIDTH (RA2) (LIMITED IN STRATUM)	2	1, 4
11	RIGHT OF ACCESS VARIABLE WIDTH (RA3) (LIMITED IN STRATUM)	2	4
12	RIGHT OF ACCESS VARIABLE WIDTH (RA4) (LIMITED IN STRATUM)	1, 2	4
13	EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LD1) (LIMITED IN STRATUM)	1 2	2, 4 1, 4
14	RIGHT TO USE LIFTS VARIABLE WIDTH (L1) (LIMITED IN STRATUM)	1, 2	4

Approved by:



Authorised Delegate  
The Council of the City of Sydney

(Sheet 4 of 36 sheets)

Plan: **DP1290500**

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Subdivision Certificate No 2023/3 dated the  
26<sup>th</sup> of APRIL 2023

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:
15	EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (LA1) (LIMITED IN STRATUM)	2	1
16	EASEMENT FOR MAINTENANCE AND ACCESS VARIABLE WIDTH (MA2) (LIMITED IN STRATUM)	2	1
17	POSITIVE COVENANT	1, 2, 4	The Council of the City of Sydney
18	RESTRICTION ON THE USE OF LAND	1, 2, 4	The Council of the City of Sydney

Approved by:



Authorised Delegate  
The Council of the City of Sydney

(Sheet 5 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>th</sup> of APRIL 2023

## Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

**Authorised User** means

- (a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's lessees, sub-lessees, employees, agents, contractors and licensees (including the lessee's employees, agents, contractors and licensees) and invitees of the Grantee; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

**Authority** means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes Council.

**Authority Benefited** means the Authority having the benefit of an Easement under this Instrument.

**Building** means the structure the subject of the Plan and upon registration of a Strata Plan, includes the Strata Schemes.

**Building Maintenance Unit** means a power operated suspended platform and associated equipment on a building specifically designed to provide permanent access to the faces of the building for maintenance.

**Building Management Committee** means the committee appointed under a Management Statement.

**Council** means the Council of the City of Sydney or its successor.

**Developer** means Lendlease (Goldfields) Development Manager Pty Limited ACN 659 907 347 and includes any transferee and assignee.

**Development Act** means the *Strata Schemes Development Act 2015* (NSW).

**Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

**Easement Site** in relation to an Easement, means the site of the Easement identified in the Plan and includes all items within the site of an Easement.

**Grantee** means:

- (a) the registered proprietor of a Lot Benefited;
- (b) if, from time to time, a Strata Scheme exists in respect of a Lot Benefited, the Owners Corporation in respect of that Strata Scheme; and
- (c) an Authority Benefited.

Approved by:



Authorised Delegate  
The Council of the City of Sydney

(Sheet 6 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Grantor** means:

- (a) the registered proprietor of a Lot Burdened; and
- (b) if, from time to time, a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme.

**Instrument** means this section 88B instrument.

**Loading Dock** has the meaning given to that term in the Management Statement.

**Loading Dock Management Plan** has the meaning given to that term in the Management Statement.

**Lot Benefited** means the whole or any part of a lot having the benefit of an Easement.

**Lot Burdened** means the whole or any part of a lot having the burden of an Easement.

**Management Act** means the *Strata Schemes Management Act 2015* (NSW).

**Management Statement** means a building management statement or strata management statement registered on a lot in the Plan.

**Occupation Certificate** has the meaning given to that term in section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW).

**OC Date** means the later of:

- (a) the date of the last Occupation Certificate issued for the Building on lot 1 in the Plan;
- (b) the date of an Occupation Certificate issued for the Building on lot 2 in the Plan; and
- (c) the date of an Occupation Certificate issued for the Building on lot 4 in the Plan.

**Operative Date** means the earlier of:

- (a) the OC Date; and
- (b) the date that the Developer in respect of an Easement gives notice to the Grantee and Grantor under the Easement that the Easement has become operational.

**Owners Corporation** means an owners corporation constituted under the Management Act on registration of a Strata Plan.

**Plan** means the plan to which this Instrument relates.

**Services** includes water, hot water plant and equipment, recycled water, sewerage, drainage, stormwater, gas, electricity, lighting, ventilation, exhaust, air, ducted air, security, fire, mechanical, air conditioning condensers, air handling units, conditioned air, services plant, garbage, grease arrestor, telephone and other communications, television, television or radio impulses or signals service.

**Shared Facilities** has the meaning given to that term in the Management Statement.

**Strata Plan** means a strata plan registered under the Development Act.

**Strata Scheme** means a strata scheme created on registration of a Strata Plan.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 7 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

The word "**includes**" in any form is not a word of limitation.

**1. TERMS OF EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) NUMBERED 1 IN THE PLAN**

An easement for support and shelter as defined in and the subject of section 106 of the Development Act is created on the OC Date as if the easement was created under that section of the Development Act.

**2. TERMS OF EASEMENT FOR SERVICES (WHOLE OF LOT) NUMBERED 2 IN THE PLAN**

- (a) An easement for services as defined in and the subject of section 107 of the Development Act is created at the OC Date as if the easement was created under that section of the Development Act.
- (b) For the purposes of this Easement, **Services** includes those Services installed up to and including the OC Date.
- (c) The Management Statement may include provisions in respect of the use, repair and maintenance of the Services or the Lot Burdened.
- (d) The Management Statement may regulate the apportionment of costs in relation to this Easement.
- (e) The provisions of the Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

**3. TERMS OF EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) NUMBERED 3 IN THE PLAN**

- (a) The Grantee and Authorised Users may pass and repass across fire stairs and passages within the Lot Burdened by foot only and only for the purpose of egressing from the Lot Benefited:
  - (i) in an emergency;
  - (ii) in the case of a fire or fire drill purposes; or
  - (iii) if the lifts are not operational or are otherwise unavailable.

Approved by:



Authorised Delegate  
The Council of the City of Sydney

(Sheet 8 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (b) In exercising its powers under clause 3(a), the Grantee and its Authorised Users must:
- (i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (ii) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (iii) make good any collateral damage.
- (c) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

**4. TERMS OF EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT) NUMBERED 4 IN THE PLAN**

- (a) Subject to the provisions of this Easement, the Grantee and its Authorised Users may:
- (i) by any reasonable means pass across each Lot Burdened to access the Shared Facilities which the Grantee is entitled to use under the Management Statement; and
  - (ii) do anything reasonably necessary for that purpose, including:
    - (A) entering the Lot Burdened; and
    - (B) taking anything on to the Lot Burdened.
  - (iii) In exercising the powers granted under this Easement, the Grantee and its Authorised Users must:
    - (A) leave the Lot Burdened in a clean and tidy condition and remove all rubbish after use;
    - (B) comply with the relevant provisions of the Management Statement and any rules and conditions made under the Management Statement in respect of the access and use of the Shared Facilities and the Lot Burdened;
    - (C) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
    - (D) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
    - (E) restore the Lot Burdened as nearly as is practicable to its former condition; and

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 9 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (F) make good any collateral damage.
- (b) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.
- (c) The Management Statement may include provisions in respect of access to Shared Facilities within the Building.
- (d) The Management Statement may regulate the apportionment of costs in relation to this Easement.
- (e) The provisions of the Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

## 5. TERMS OF RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM) NUMBERED 5 IN THE PLAN

### 5.1 Definitions

In this clause 5:

**Act** means the *Environment Planning and Assessment Act 1979* (NSW) (as amended) and includes any regulations made under the Act.

**Authorised User** means every person authorised by the Council of the City of Sydney for the purposes of the Easement created by this clause 5, including:

- (a) employees, agents, servants, contractors, workmen and licensees of the Council; and
- (b) members of the public.

**Council** means the Council of the City of Sydney and its successors.

**Easement** means the easement in this clause 5 and includes the conditions in relation to that easement.

**Easement Site** means, in relation to the Easement in this clause 5:

- (a) the site of the Easement on the Plan, including any limitations by height or depth; and
- (b) all items within the site of the Easement identified on the Plan which are the subject of the Easement.

**Emergency Situation** means any circumstance involving a need, for reasons of safety, for evacuation or egress from a building or other place, including fire, earthquake, flooding, terrorist activity and any training or test of such evacuation or egress.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 10 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Instrument** means this section 88B instrument.

**Lot Burdened** means the lot burdened by the Easement, or any part of it.

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.

**Plan** means the plan to which this Instrument relates.

**Planning Agreement** means the planning agreement dated 30 March 2017 registered number AM290578 entered into pursuant to subdivision 2 of Division 6 of Part 4 of the Act.

**Site** means the land known as 1 Alfred Street, Sydney and comprising former folio identifier 8/1224258.

## 5.2 Conditions

Each of the provisions of this Easement will constitute and be covenants and agreements by and between the Owner of the Lot Burdened and the Council for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of the Easement.


## 5.3 No Fetter

- (a) Nothing in this clause 5 in any way restricts or otherwise affects the unfettered discretion of the Council in the exercise of its statutory powers as a public authority.
- (b) If any conflict arises between the unfettered discretion of the Council in the exercise of its powers as a statutory authority and the performance of any right or obligation in this Easement, the former prevails.

## 5.4 GST

- (a) In this clause 5.4:
  - (i) **GST Law** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
  - (ii) terms used in this clause 5 which are not defined in this clause 5, but which are defined in the GST Law, have the meanings given in the GST Law.
- (b) Unless otherwise stated in this clause 5, amounts payable, and consideration to be provided, under any other provision of this clause 5 exclude GST.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney



(Sheet 11 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (c) If GST is payable on a supply made in connection with this clause 5, the recipient must pay the party making the supply (supplier) an additional amount equal to the GST payable on that supply provided that the supplier first issues a tax invoice to the recipient.
- (d) If an adjustment event arises in connection with a supply made in connection with this clause 5:
  - (i) the supplier must recalculate the GST payable to reflect the adjustment event;
  - (ii) the supplier must give the recipient an adjustment note as soon as reasonably practicable after the supplier becomes aware of the adjustment event; and
  - (iii) the adjustment amount must be paid without delay either by the recipient to the supplier or by the supplier to the recipient as the case requires.
- (e) If a payment to a party under this clause 5 is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, the payment will be:
  - (i) reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense; and
  - (ii) then, increased by an amount equal to the GST payable if and to the extent that the payment is consideration for a taxable supply.

### 5.5 Terms of the Easement


Subject to clauses 5.7, 5.8 and 5.9, the Owner of the Lot Burdened grants:

- (a) to the Council and its Authorised Users full and free right to go, pass and repass over the Easement Site at all times:
  - (i) on foot or with wheelchairs or other disabled access aids, but excluding all other vehicles; and
  - (ii) with or without animals, for all lawful purposes; and
- (b) to the Council the right to erect within the Easement Site such artworks, street furniture, directional signage and other improvements which the Council considers consistent with the purpose of the Easement Site specified in clause 5.6, provided the Council obtains the consent of the Owner of the Lot Burdened to such erection (which consent may not be unreasonably withheld).

### 5.6 Purpose of Easement

The Council and the Owner of the Lot Burdened acknowledge and agree that the Easement is being provided at no cost to the public and is for the purpose of providing access over the Easement Site to any member of the public.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 12 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

### 5.7 Works to Lot Burdened

- (a) Subject to ensuring the provision of access in accordance with clause 5.6 and compliance with the requirements of clause 5.8, the Owner of the Lot Burdened may carry out works of any nature on or about the Lot Burdened, including constructing, installing, removing, redeveloping or otherwise changing improvements on or about the Easement Site.
- (b) Despite clause 5.7(a), the Owner of the Lot Burdened may not install or erect works of art, street furniture, awnings, tables and chairs associated with ground floor retail premises, notice boards or any other improvement at ground level or balconies above ground level within the Easement Site unless the Owner of the Lot Burdened obtains the consent of the Council to such erection (which consent may not be unreasonably withheld).

### 5.8 Restriction on access

The Owner of the Lot Burdened may temporarily close, or temporarily restrict access through part (but not all) of the Easement Site for the purpose of, or as a result of:

- (a) the construction, repair or maintenance of any improvement on the Site; or
- (b) carrying out obligations under clause 6.5 ("Maintenance of Easement Site") of this Instrument or any other obligation under this Instrument,

provided that:

- (c) such restriction is for a period not exceeding one month or such other period of time as agreed by the Council; and
- (d) the Owner of the Lot Burdened:
  - (i) obtains the prior written consent of the Council and complies with any conditions imposed on that consent; and
  - (ii) takes reasonable steps to minimise the disturbance caused in accordance with the rights granted under clause 5.5.

### 5.9 Emergencies

- (a) The Owner of the Lot Burdened may restrict temporarily access to the Easement Site in an Emergency Situation provided that it gives as much notice as is practicable to the Council and uses all reasonable endeavours to resolve the Emergency Situation and restore access to the Easement Site as soon as possible.
- (b) The Council may erect temporary signage or barriers on the Easement Site to restrict temporarily access to the Easement Site by members of the public if it reasonably forms the view that such access is unsafe.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 13 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (c) Despite any other provision of this clause 5:
- (i) the Owner of the Lot Burdened must allow the Easement Site to be used for access by all emergency and other essential service organisations; and
  - (ii) the Owner of the Lot Burdened must not interfere with such access.

#### 5.10 Indemnity

The Owner of the Lot Burdened indemnifies the Council against any claims or damages arising from the use of the Easement Site by the Council and any of its Authorised Users except where the claim or damage is caused by, or contributed to by, the wilful or negligent act or omission of the Council.

#### 5.11 Sunrise Date

The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

#### 5.12 Persons empowered to release, vary or modify the Right of Public Access

This Right of Public Access numbered 5 in the Plan may only be released, varied or modified with the consent of both the Council and the Owner of the Lot Burdened.

### 6. TERMS OF POSITIVE COVENANT NUMBERED 6 IN THE PLAN

#### 6.1 Definitions

In this clause 6:

**Council** means the Council of the City of Sydney and its successors.

**Easement** means the easement in clause 5 ("Terms of Right of Public Access Variable Width (A) (Limited in Stratum) Numbered 5 in the Plan") of this Instrument and includes the conditions in relation to that easement.

**Easement Site** means, in relation to the Easement in clause 5 ("Terms of Right of Public Access Variable Width (A) (Limited in Stratum) Numbered 5 in the Plan") of this Instrument:

- (a) the site of the Easement on the Plan, including any limitations by height or depth; and
- (b) all items within the site of the Easement identified on the Plan which are the subject of the Easement.

**Instrument** means this section 88B instrument.

**Lot Burdened** means the lot burdened by the Easement, or any part of it.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 14 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.

**Plan** means the plan to which this Instrument relates.

## 6.2 Conditions

Each of the provisions of this clause 6 will constitute and be covenants and agreements by and between the Owner of the Lot Burdened and the Council for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of the Easement.

## 6.3 No Fetter

- (a) Nothing in this clause 6 in any way restricts or otherwise affects the unfettered discretion of the Council in the exercise of its statutory powers as a public authority.
- (b) If any conflict arises between the unfettered discretion of the Council in the exercise of its powers as a statutory authority and the performance of any right or obligation in this clause 6, the former prevails.

## 6.4 GST

- (a) In this clause 6.4:
  - (i) **GST Law** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
  - (ii) terms used in this clause 6 which are not defined in this clause 6, but which are defined in the GST Law, have the meanings given in the GST Law.
- (b) Unless otherwise stated in this clause 6, amounts payable, and consideration to be provided, under any other provision of this clause 6 exclude GST.
- (c) If GST is payable on a supply made in connection with this clause 6, the recipient must pay the party making the supply (supplier) an additional amount equal to the GST payable on that supply provided that the supplier first issues a tax invoice to the recipient.
- (d) If an adjustment event arises in connection with a supply made in connection with this clause 6:
  - (i) the supplier must recalculate the GST payable to reflect the adjustment event;
  - (ii) the supplier must give the recipient an adjustment note as soon as reasonably practicable after the supplier becomes aware of the adjustment event; and
  - (iii) the adjustment amount must be paid without delay either by the recipient to the supplier or by the supplier to the recipient as the case requires.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 15 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (e) If a payment to a party under this clause 6 is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, the payment will be:
- (i) reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense; and
  - (ii) then, increased by an amount equal to the GST payable if and to the extent that the payment is consideration for a taxable supply.

#### 6.5 Maintenance of Easement Site

The Owner of the Lot Burdened must:

- (a) at all times, maintain the Easement Site (including the lighting) in good repair;
- (b) not permit the Easement Site to fall into disrepair so that the use of the Easement Site becomes unsafe or impractical or impossible;
- (c) keep the Easement Site clean and free from rubbish;
- (d) if required by Council, permit the Council to enter the Easement Site with equipment, machinery and street sweeping vehicles to clean the Easement Site after special events, including New Year's Eve; and
- (e) if required by Council, upgrade and refurbish the Easement Site, in accordance with the reasonable requirements of, and to the reasonable satisfaction of, the Council, including in accordance with the requirements of the Council's Public Domain Manual.

#### 6.6 Waterproofing Membrane

Council is not responsible for the maintenance of any waterproofing membrane at the Easement Site.

#### 6.7 Public Liability Insurance

- (a) The Owner of the Lot Burdened must take out and maintain a public liability insurance policy with respect to any liabilities to the Council or any other person for the death or injury of any person within or about the Easement Site for an amount in respect of any single accident of not less than \$20 million, or such higher amount as may be required by the Council (acting reasonably).
- (b) The policy referred to in clause 6.7(a) must:
  - (i) note the Council as an interested party; and
  - (ii) be taken out and maintained with an insurer licensed by the Australian Prudential Regulation Authority to operate in Australia or have an investment grade security

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 16 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

rating from an industry recognised rating agency such as Standard and Poors,  
Moody's or Bests.

**6.8 Sunrise Date**

The rights and obligations granted in respect of this Positive Covenant numbered 6 in the Plan have no force or effect until the Operative Date.

**6.9 Persons empowered to release, vary or modify the Positive Covenant**

This Positive Covenant numbered 6 in the Plan may only be released, varied or modified with the consent of both Council and the Owner of the Lot Burdened.

**7. TERMS OF RIGHT OF FOOTWAY AND RECREATION VARIABLE WIDTH (B) (LIMITED IN STRATUM) NUMBERED 7 IN THE PLAN**

**7.1 Definitions**

In this clause 7:

**Act** means the *Environmental Planning and Assessment Act 1979* (NSW) (as amended) and includes any regulations made under the Act.

**Authorised User** means every person authorised by the Council of the City of Sydney for the purposes of the Easement created by this clause 7, including:

- (a) employees, agents, servants, contractors, workmen and licensees of the Council; and
- (b) members of the public.

**Council** means the Council of the City of Sydney and its successors.

**Development Consent** means the consents granted to development applications D/2015/882/F, D/2010/2029/B and D/2016/1529/C, as modified from time to time.

**Easement** means the easement in this clause 7 and includes the conditions in relation to that easement.

**Easement Site** means, in relation to the Easement in this clause 7:

- (a) the site of the Easement on the Plan, including any limitations by height or depth; and
- (b) all items within the site of the Easement identified on the Plan which are the subject of the Easement.

**Emergency Situation** means any circumstance involving a need, for reasons of safety, for evacuation or egress from a building or other place, including fire, earthquake, flooding, terrorist activity and any training or test of such evacuation or egress.

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 17 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Instrument** means this section 88B instrument.

**Lot Burdened** means the lot burdened by the Easement, or any part of it.

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.

**Plan** means the plan to which this Instrument relates.

**Planning Agreement** means the planning agreement dated 30 March 2017 registered number AM290578 entered into pursuant to subdivision 2 of Division 6 of Part 4 of the Act.

**Site** means the land known as 1 Alfred Street, Sydney and comprising former folio identifier 8/1224258.

## 7.2 Conditions

Each of the provisions of this Easement will constitute and be covenants and agreements by and between the Owner of the Lot Burdened and the Council for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of the Easement.

## 7.3 No Fetter

- (a) Nothing in this clause 7 in any way restricts or otherwise affects the unfettered discretion of the Council in the exercise of its statutory powers as a public authority.
- (b) If any conflict arises between the unfettered discretion of the Council in the exercise of its powers as a statutory authority and the performance of any right or obligation in this Easement, the former prevails.

## 7.4 GST

- (a) In this clause 7.4:
  - (i) **GST Law** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
  - (ii) terms used in this clause 7 which are not defined in this clause 7, but which are defined in the GST Law, have the meanings given in the GST Law.
- (b) Unless otherwise stated in this clause 7, amounts payable, and consideration to be provided, under any other provision of this clause 7 exclude GST.
- (c) If GST is payable on a supply made in connection with this clause 7, the recipient must pay the party making the supply (supplier) an additional amount equal to the GST payable on that supply provided that the supplier first issues a tax invoice to the recipient.

Approved by:



Authorised Delegate  
The Council of the City of Sydney

(Sheet 18 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (d) If an adjustment event arises in connection with a supply made in connection with this clause 7:
- (i) the supplier must recalculate the GST payable to reflect the adjustment event;
  - (ii) the supplier must give the recipient an adjustment note as soon as reasonably practicable after the supplier becomes aware of the adjustment event; and
  - (iii) the adjustment amount must be paid without delay either by the recipient to the supplier or by the supplier to the recipient as the case requires.
- (e) If a payment to a party under this clause 7 is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, the payment will be:
- (i) reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense; and
  - (ii) then, increased by an amount equal to the GST payable if and to the extent that the payment is consideration for a taxable supply.

#### 7.5 Terms of the Easement

Subject to clauses 7.7, 7.8 and 7.9, the Owner of the Lot Burdened grants to the Council and its Authorised Users full and free right to go, pass and repass over the Easement Site and use the Easement Site for passive recreational purposes at all times:

- (a) on foot; or
- (b) with wheelchairs or other disabled access aids, including guide dogs but excluding all other vehicles and animals,

for all lawful purposes.

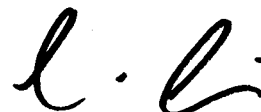
#### 7.6 Purpose of Easement

The Council and the Owner of the Lot Burdened acknowledge and agree that the Easement is being provided at no cost to the public and is for the purpose of enabling the use of the Easement Site as public open space by any member of the public.

#### 7.7 Works to Lot Burdened

- (a) Subject to ensuring the provision of public open space in accordance with clause 7.6 and compliance with the requirements of clause 7.8, the Owner of the Lot Burdened may:
  - (i) carry out works of any nature on or about the Lot Burdened, including without limitation, constructing, installing, removing, redeveloping or otherwise changing improvements on or about the Easement Site;
  - (ii) permit doors to open out into the Easement Site; and

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Authorised Delegate  
The Council of the City of Sydney



(Sheet 19 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (iii) install or erect works of art, street furniture, awnings, notice boards and tables and chairs associated with hotel bar and dining premises at ground level within the Easement Site.
- (b) For the avoidance of doubt, any improvements or encroachments on the Easement Site that have been approved under the Development Consent are not in breach of this clause 7.

#### 7.8 Restriction on Rights

Except as permitted by clause 7.7, the Owner of the Lot Burdened must not grant to any person any licence or other right to occupy any part of the Easement Site without the consent of the Council, which may be withheld by the Council if it determines that the proposed right of occupation is inconsistent with the use of the Easement Site for the purposes permitted by this Easement.

#### 7.9 Restriction on Access

The Owner of the Lot Burdened may temporarily restrict use of part (but not all of) the Easement Site for the purpose of, or as a result of:

- (a) the construction, repair or maintenance of any improvement on the Site; or
- (b) carrying out obligations under clause 8.5 ("Maintenance of Easement Site") of this Instrument or any other obligation under this Instrument,

provided that:

- (c) such restriction is for a period not exceeding one month; and
- (d) the Owner of the Lot Burdened:
  - (i) obtains the prior written consent of the Council and complies with any conditions imposed on that consent; and
  - (ii) takes reasonable steps to minimise the disturbance caused in accordance with the rights granted under clause 7.5.

#### 7.10 Emergencies

- (a) The Owner of the Lot Burdened may restrict temporarily access to the Easement Site in an Emergency Situation provided that it gives as much notice as is practicable to the Council and uses all reasonable endeavours to resolve the Emergency Situation and restore access to the Easement Site as soon as possible.
- (b) The Council may erect temporary signage or barriers on the Easement Site to restrict temporarily access to the Easement Site by members of the public if it reasonably forms the view that such access is unsafe.

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The Council of the City of Sydney

(Sheet 20 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (c) Despite any other provision of this clause 7:
- (i) the Owner of the Lot Burdened must allow the Easement Site to be used for access by all emergency and other essential service organisations; and
  - (ii) the Owner of the Lot Burdened must not interfere with such access.

#### 7.11 Indemnity

The Owner of the Lot Burdened indemnifies the Council against any claims or damages arising from the use of the Easement Site by the Council and any of its Authorised Users except where the claim or damage is caused by, or contributed to by, the wilful or negligent act or omission of the Council.

#### 7.12 Sunrise Date

The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

#### 7.13 Persons empowered to release, vary or modify the Right of Footway

This Right of Footway and Recreation numbered 7 in the Plan may only be released, varied or modified with the consent of both the Council and the Owner of the Lot Burdened.

### 8. TERMS OF POSITIVE COVENANT NUMBERED 8 IN THE PLAN

#### 8.1 Definitions

In this clause 8:

**Council** means the Council of the City of Sydney and its successors.

**Easement** means the easement in clause 7 ("Terms of Right of Footway and Recreation Variable Width (B) (Limited in Stratum) Numbered 7 in the Plan") and includes the conditions in relation to that easement.

**Easement Site** means, in relation to the Easement in clause 7 ("Terms of Right of Footway and Recreation Variable Width (B) (Limited in Stratum) Numbered 7 in the Plan"):

- (a) the site of the Easement on the Plan, including any limitations by height or depth; and
- (b) all items within the site of the Easement identified on the Plan which are the subject of the Easement.

**Instrument** means this section 88B instrument.

**Lot Burdened** means the lot burdened by the Easement, or any part of it.

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Authorised Delegate  
The Council of the City of Sydney

(Sheet 21 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.

**Plan** means the plan to which this Instrument relates.

## 8.2 Conditions

Each of the provisions of this clause 8 will constitute and be covenants and agreements by and between the Owner of the Lot Burdened and the Council for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of the Easement.

## 8.3 No Fetter

- (a) Nothing in this clause 8 in any way restricts or otherwise affects the unfettered discretion of the Council in the exercise of its statutory powers as a public authority.
- (b) If any conflict arises between the unfettered discretion of the Council in the exercise of its powers as a statutory authority and the performance of any right or obligation in this clause 8, the former prevails.

## 8.4 GST

- (a) In this clause 8.4:
  - (i) **GST Law** has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
  - (ii) terms used in this clause 8 which are not defined in this clause 8, but which are defined in the GST Law, have the meanings given in the GST Law.
- (b) Unless otherwise stated in this clause 8, amounts payable, and consideration to be provided, under any other provision of this clause 8 exclude GST.
- (c) If GST is payable on a supply made in connection with this clause 8, the recipient must pay the party making the supply (supplier) an additional amount equal to the GST payable on that supply provided that the supplier first issues a tax invoice to the recipient.
- (d) If an adjustment event arises in connection with a supply made in connection with this clause 8:
  - (i) the supplier must recalculate the GST payable to reflect the adjustment event;
  - (ii) the supplier must give the recipient an adjustment note as soon as reasonably practicable after the supplier becomes aware of the adjustment event; and

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Authorised Delegate  
The Council of the City of Sydney

(Sheet 22 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (iii) the adjustment amount must be paid without delay either by the recipient to the supplier or by the supplier to the recipient as the case requires.
- (e) If a payment to a party under this clause 8 is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, the payment will be:
  - (i) reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense; and
  - (ii) then, increased by an amount equal to the GST payable if and to the extent that the payment is consideration for a taxable supply.

#### 8.5 Maintenance of Easement Site

The Owner of the Lot Burdened must:

- (a) at all times, maintain the Easement Site (including the lighting) in good repair;
- (b) not permit the Easement Site to fall into disrepair so that the use of the Easement Site becomes unsafe or impractical or impossible;
- (c) keep the Easement Site clean and free from rubbish;
- (d) if required by Council, permit the Council to enter the Easement Site with equipment, machinery and street sweeping vehicles to clean the Easement Site after special events, including New Year's Eve; and
- (e) if required by Council, upgrade and refurbish the Easement Site, in accordance with the reasonable requirements of, and to the reasonable satisfaction of, the Council, including in accordance with the requirements of the Council's Public Domain Manual.

#### 8.6 Waterproofing Membrane

Council is not responsible for the maintenance of any waterproofing membrane at the Easement Site.

#### 8.7 Public Liability Insurance

- (a) The Owner of the Lot Burdened must take out and maintain a public liability insurance policy with respect to any liabilities to the Council or any other person for the death or injury of any person within or about the Easement Site for an amount in respect of any single accident of not less than \$20 million, or such higher amount as may be required by the Council (acting reasonably).
- (b) The policy referred to in clause 8.7(a) must:
  - (i) note the Council as an interested party; and

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Authorised Delegate  
The Council of the City of Sydney

(Sheet 23 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (ii) be taken out and maintained with an insurer licensed by the Australian Prudential Regulation Authority to operate in Australia or have an investment grade security rating from an industry recognised rating agency such as Standard and Poors, Moodys or Bests.

#### 8.8 Sunrise Date

The rights and obligations granted in respect of this Positive Covenant numbered 8 in the Plan have no force or effect until the Operative Date.

#### 8.9 Persons empowered to release, vary or modify the Positive Covenant

This Positive Covenant numbered 8 in the Plan may only be released, varied or modified with the consent of both Council and the Owner of the Lot Burdened.

#### 9. TERMS OF RIGHT OF ACCESS VARIABLE WIDTH (RA1) (LIMITED IN STRATUM) NUMBERED 9 IN THE PLAN

- (a) The Grantor grants to the Grantee and its Authorised Users full and free right to go, pass and repossess at all times over the Easement Site:
  - (i) on foot or bicycle;
  - (ii) with wheelchairs or other disabled access aids;
  - (iii) with trolleys and other non-mechanical devices designed to carry goods; and
  - (iv) without vehicles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).
- (b) The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried out on the Lot Burdened), may remove (or refuse entry to) Authorised Users if that Authorised User:
  - (i) is not adequately clothed;
  - (ii) is drunk or under the influence of drugs;
  - (iii) loiters or causes excessive noise; or
  - (iv) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.
- (c) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

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The Council of the City of Sydney

(Sheet 24 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**10. TERMS OF RIGHT OF ACCESS VARIABLE WIDTH (RA2) (LIMITED IN STRATUM) NUMBERED 10 IN THE PLAN**

- (a) Subject to the provisions of this Easement, the Grantee and its Authorised Users may pass and repossess with or without vehicles across the Easement Site.
- (b) In exercising the powers granted under this Easement, a Grantee must:
  - (i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
  - (ii) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
  - (iii) make good any collateral damage.
- (c) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

**11. TERMS OF RIGHT OF ACCESS VARIABLE WIDTH (RA3) (LIMITED IN STRATUM) NUMBERED 11 IN THE PLAN**

- (a) The Grantor grants to the Grantee and its Authorised Users full and free right to go, pass and repossess at all times over the Easement Site:
  - (i) on foot or bicycle;
  - (ii) with wheelchairs or other disabled access aids;
  - (iii) with trolleys and other non-mechanical devices designed to carry goods; and
  - (iv) without vehicles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).
- (b) The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried out on the Lot Burdened), may remove (or refuse entry to) Authorised Users if that Authorised User:
  - (i) is not adequately clothed;
  - (ii) is drunk or under the influence of drugs;
  - (iii) loiters or causes excessive noise; or

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Authorised Delegate  
The Council of the City of Sydney

(Sheet 25 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (iv) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.
- (c) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

**12. TERMS OF RIGHT OF ACCESS VARIABLE WIDTH (RA4) (LIMITED IN STRATUM) NUMBERED 12 IN THE PLAN**

- (a) The Grantor grants to the Grantee and its Authorised Users full and free right to go, pass and repass at all times over the Easement Site:
  - (i) on foot or bicycle;
  - (ii) with wheelchairs or other disabled access aids;
  - (iii) with trolleys and other non-mechanical devices designed to carry goods; and
  - (iv) without vehicles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).
- (b) The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried out on the Lot Burdened), may remove (or refuse entry to) Authorised Users if that Authorised User:
  - (i) is not adequately clothed;
  - (ii) is drunk or under the influence of drugs;
  - (iii) loiters or causes excessive noise; or
  - (iv) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.
- (c) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

**13. TERMS OF EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LD1) (LIMITED IN STRATUM) NUMBERED 13 IN THE PLAN**

- (a) Subject to the provisions of this Easement, the Grantee and its Authorised Users may:
  - (i) access and use each Lot Burdened, but only within the Easement Site, to access and use the Loading Dock within the Easement Site, subject to the availability of the

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The Council of the City of Sydney

(Sheet 26 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

Loading Dock and any rules of operation of the Loading Dock in the Management Statement and as reasonably determined by the Building Management Committee from time to time, to load and unload goods, furniture, equipment, garbage, waste and any other items; and

- (ii) do anything reasonably necessary for that purpose, including:
  - (A) entering the Lot Burdened, and
  - (B) taking anything on to the Lot Burdened.
- (b) In exercising those powers, the Grantee and its Authorised Users must:
  - (i) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
  - (ii) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
  - (iii) restore the Lot Burdened as nearly as is practicable to its former condition;
  - (iv) make good any collateral damage;
  - (v) comply with the requirements of the Loading Dock Management Plan; and
  - (vi) comply with the provisions of the Management Statement.
- (c) The Grantee and Authorised Users must comply with any rules made by the Building Management Committee from time to time in relation to the use of the Loading Dock and the Easement Site.
- (d) The Management Statement may include provisions in respect of the use, repair and maintenance of the Loading Dock or the Easement Site.
- (e) The Management Statement may regulate the apportionment of costs in relation to this Easement.
- (f) The provisions of the Management Statement will apply to the extent of any inconsistency with the terms of this Easement.
- (g) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

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The Council of the City of Sydney



(Sheet 27 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**14. TERMS OF RIGHT TO USE LIFTS VARIABLE WIDTH (L1) (LIMITED IN STRATUM) NUMBERED 14 IN THE PLAN**

- (a) Subject to the provisions of this Easement, the Grantee and its Authorised Users may use the lifts within the Easement Site and pass and repass over the Easement Site:
- (i) on foot;
  - (ii) with wheelchairs or other disabled access aids;
  - (iii) with trolleys and other non-mechanical devices designed to carry goods; and
  - (iv) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).
- (b) The Grantee and its Authorised Users may use any lift within the Easement Site, subject to availability of the lift and any rules of operation for the lift reasonably determined by the Grantor or the Building Management Committee from time to time.
- (c) The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) a Grantee or an Authorised User, if the Grantee or Authorised User:
- (i) is not adequately clothed;
  - (ii) is drunk or under the influence of drugs;
  - (iii) loiters or causes excessive noise;
  - (iv) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened; or
  - (v) does not comply with any rules made by the Grantor and/or the Building Management Committee in relation to the use and enjoyment of the Easement Site.
- (d) In exercising the powers granted under this Easement, a Grantee must:
- (i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
  - (ii) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (iii) make good any collateral damage.
- (e) The Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site and the lift within the Easement Site.

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Authorised Delegate  
The Council of the City of Sydney

(Sheet 28 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (f) A Management Statement may regulate the apportionment of costs in relation to this Easement.
- (g) The provisions of a Management Statement will apply to the extent of any inconsistency with the terms of this Easement.
- (h) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

**15. TERMS OF EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (LA1) (LIMITED IN STRATUM) NUMBERED 15 IN THE PLAN**

- (a) This Easement is for the free and uninterrupted access of light and air crossing through the Easement Site to and from the windows, doors and apertures on any building erected or to be erected on the Lot Benefited.
- (b) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

**16. TERMS OF EASEMENT FOR MAINTENANCE AND ACCESS VARIABLE WIDTH (MA2) (LIMITED IN STRATUM) NUMBERED 16 IN THE PLAN**

- (a) The Grantee and its Authorised Users may:
  - (i) access the Lot Burdened, but only within the Easement Site, for the purpose of cleaning, repairing and maintaining the building and improvements on the Lot Benefited; and
  - (ii) do anything reasonably necessary for that purpose, including:
    - (A) taking anything on to the Easement Site, including Building Maintenance Units, cranes, swinging, hoisting equipment and scaffolding; and
    - (B) remain on the Easement Site for any reasonable time for the purposes in clause 16(a)(i).
- (b) In exercising the powers under this Easement, the Grantee and its Authorised Users must:
  - (i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (ii) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

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Authorised Delegate  
The Council of the City of Sydney

(Sheet 29 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (iii) restore the Lot Burdened and any improvements on it as nearly as is practicable to its former condition; and
- (iv) make good any collateral damage.
- (c) The rights and obligations granted in respect of this Easement have no force or effect until the Operative Date.

**17. TERMS OF POSITIVE COVENANT NUMBERED 17 IN THE PLAN**

- (a) A check survey at each level shall be carried out of all structures along the common boundary between Lot 1 and Lot 4 prior to the lodgement of the Stage 2 subdivision application for the dedication of Lot 3.
- (b) Where a wall lies outside the common boundary of Lot 1 and Lot 4, a subdivision application shall be lodged, pursuant to Part 2 Division 1 Subdivision 38 Section 2.75 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, to adjust the boundary, unless the variation exceeds the amount permissible under this SEPP. The boundary adjustment may be included with the Stage 2 subdivision if so desired.
- (c) In the event that the variation in the wall exceeds the amount permissible under the above SEPP, a development application must be lodged for the subdivision to correct the variation, so that the boundary will pass through the material of the wall, and consequently an application under Section 6.15 of the Environmental Planning & Assessment Act 1979 for subdivision lodged and the subdivision registered prior to the issue of any occupation certificate for the building.
- (d) Where a registered surveyor has certified that the common boundaries of Lots 1 & 4 passes through the material of all the walls erected on the above common boundaries, the positive covenant shall be released prior to the future strata plan.

Name of authority empowered to release, vary or modify easement, profit à prendre, restriction, or positive covenant number 17 in the Plan

Council

**18. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 18 IN THE PLAN**

- (a) The Gross Floor Area (GFA) of the lots, as defined by the *Sydney Local Environment Plan 2012*, or later LEP, must not exceed the following amounts:
  - (i) Lot 1: 39,697 square metres;

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Authorised Delegate  
The Council of the City of Sydney

(Sheet 30 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

- (ii) Lot 2: 19,394 square metres;
- (iii) Lot 4: 430 square metres.
- (b) The total Gross Floor Area of the components of the building occupying the lots (Lot 1, Lot 2 and Lot 4), taken together, must be no more than that permissible for the entire site by the *Sydney Local Environment Plan 2012*, or the relevant Environmental Planning Instrument in existence at the time.

Name of authority empowered to release, vary or modify easement, profit à prendre, restriction, or positive covenant number 18 in the Plan

Council

#### 19. TERMS OF EFFECT OF THE MANAGEMENT STATEMENT

- (a) This clause applies to each Easement in this Instrument.
- (b) If the Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or its Authorised User, the rules must be consistent with the Easement and any Management Statement.
- (c) If a Management Statement allocates responsibility for complying with obligations under an Easement to a different person than that set out in the Easement (e.g. the obligation is imposed on a Building Management Committee), or the Management Statement imposes rules or conditions on the carrying out of works, repair or maintenance, the Management Statement prevails to the extent of the inconsistency. The relevant Grantor or Grantee must use their reasonable endeavours to ensure that the relevant person complies with these obligations.
- (d) If a Management Statement regulates the apportionment of costs in relation to an Easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the Easement and a Management Statement, the Management Statement prevails to the extent of the inconsistency.
- (e) If a Management Statement binds the Grantor or Grantee (or any person acting under the Grantor or Grantee) and that Management Statement:
  - (i) imposes obligations on the Grantor or Grantee;
  - (ii) confers rights on the Grantor or Grantee; or
  - (iii) requires the Grantor or Grantee to do or refrain from doing something,

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Authorised Delegate  
The Council of the City of Sydney

(Sheet 31 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

which are in addition to the rights, obligations or actions conferred, imposed or regulated by the Easement, then the party bound by the Management Statement has the benefit of those rights and the burden of those obligations in addition to the rights and obligations set out in the Easement.

**20. Limitation of Liability – GR Trustee**

(a) In this clause 20:

**GR Trust** means the Lendlease (Goldfields Residential) Landowning Trust constituted by the GR Trust Deed.

**GR Trustee** means Lendlease (Goldfields Residential) Pty Limited ACN 659 904 211.

**GR Trust Deed** the deed constituting the GR Trust entered into by the GR Trustee (as trustee) on 5 June 2021.

- (b) The GR Trustee enters into this Instrument solely in its capacity as trustee of the GR Trust and in no other capacity.
- (c) A liability arising under or in connection with this Instrument can be enforced against the GR Trustee only to the extent to which it can be satisfied out of the property of the GR Trust out of which the GR Trustee is actually indemnified for the liability.
- (d) The limitation of the GR Trustee's liability contained in this clause 20 applies despite any other provision of this Instrument other than clause 20(f) and extends to all liabilities and obligations of the GR Trustee in any way connected with any representation, act or omission related to this Instrument.
- (e) A party to this Instrument may not sue the GR Trustee in any capacity other than as trustee of the GR Trust, including seeking the appointment to the GR Trustee of a receiver (except in relation to the property of the GR Trust), a liquidator, administrator or any other similar person.
- (f) The provisions of this clause 20 do not apply to any obligation or liability of the GR Trustee to the extent that it is not satisfied because under the deed creating the GR Trust or by operation of law the GR Trustee is not indemnified, or there is a reduction in the extent of the GR Trustee's indemnification out of the assets of the GR Trust, as a result of the GR Trustee's fraud, breach of trust, wilful misconduct or dishonesty.
- (g) The operation of this clause 20 shall survive the termination or expiration of this Instrument.

**21. Limitation of Liability – GH Trustee**

(a) In this clause 21:

Approved by:



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Authorised Delegate  
The Council of the City of Sydney

(Sheet 32 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**GH Trust** means the Lendlease (Goldfields Hotel) Landowning Trust constituted by the GH Trust Deed.

**GH Trustee** means Lendlease (Goldfields Hotel) Pty Limited ACN 659 903 830.

**GH Trust Deed** means the deed constituting the Trust entered into by the GH Trustee (as trustee) on 5 June 2021.

- (b) The GH Trustee enters into this Instrument solely in its capacity as trustee of the GH Trust and in no other capacity.
- (c) A liability arising under or in connection with this Instrument can be enforced against the GH Trustee only to the extent to which it can be satisfied out of the property of the GH Trust out of which the GH Trustee is actually indemnified for the liability.
- (d) The limitation of the GH Trustee's liability contained in this clause 21 applies despite any other provision of this Instrument other than clause 21(f) and extends to all liabilities and obligations of the GH Trustee in any way connected with any representation, act or omission related to this Instrument.
- (e) A party to this Instrument may not sue the GH Trustee in any capacity other than as trustee of the GH Trust, including seeking the appointment to the GH Trustee of a receiver (except in relation to the property of the GH Trust), a liquidator, administrator or any other similar person.
- (f) The provisions of this clause 21 do not apply to any obligation or liability of the GH Trustee to the extent that it is not satisfied because under the deed creating the GH Trust or by operation of law the GH Trustee is not indemnified, or there is a reduction in the extent of the GH Trustee's indemnification out of the assets of the GH Trust, as a result of the GH Trustee's fraud, breach of trust, wilful misconduct or dishonesty.
- (g) The operation of this clause 21 shall survive the termination or expiration of this Instrument.

Approved by:



.....  
Authorised Delegate  
The Council of the City of Sydney

(Sheet 33 of 36 sheets)

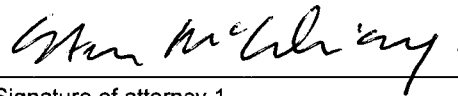
Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Signed sealed and delivered** for LENDLEASE  
(GOLDFIELDS RESIDENTIAL) PTY LIMITED  
by its attorneys under power of attorney dated 9  
August 2022, registered number 187 book  
number 4802 in the presence of



Signature of witness



Signature of attorney 1

Evguenni Khristenko

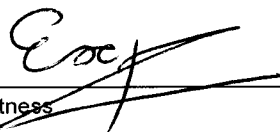
Name of witness (print)  
Level 14, Tower Three  
International Towers Sydney  
Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000  
Address of Witness (print)

Steven McGillivray

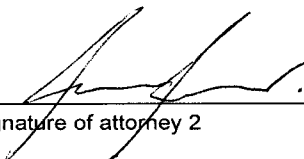
Name of attorney 1 (print)

Project Director

Position of attorney 1 (print)



Signature of witness



Signature of attorney 2

Evguenni Khristenko

Name of witness (print)  
Level 14, Tower Three  
International Towers Sydney  
Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000  
Address of witness (print)

Jans Fraser

Name of attorney 2 (print)

Senior Development Manager

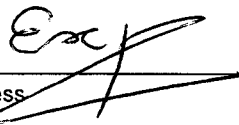
Position of attorney 2 (print)

(Sheet 34 of 36 sheets)

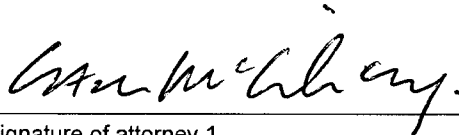
Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Signed sealed and delivered** for LENDLEASE  
(GOLDFIELDS HOTEL) PTY LIMITED by its  
attorneys under power of attorney dated 9  
August 2022, registered number 186 book  
number 4802 in the presence of



Signature of witness



Signature of attorney 1

**Evguenni Khristenko**

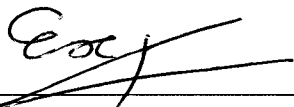
Name of witness (print)  
**Level 14, Tower Three  
International Towers Sydney  
Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000**  
Address of Witness (print)

**Steven McGillivray**

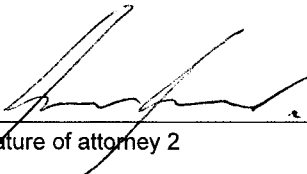
Name of attorney 1 (print)

**Project Director**

Position of attorney 1 (print)



Signature of witness



Signature of attorney 2

**Evguenni Khristenko**

Name of witness (print)  
**Level 14, Tower Three  
International Towers Sydney  
Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000**  
Address of Witness (print)

**Jans Fraser**

Name of attorney 2 (print)

**Senior Development Manager**

Position of attorney 2 (print)



(Sheet 35 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

Executed on behalf of **The Council of the City  
of Sydney** by its Authorised Delegate pursuant  
to section 377 of the *Local Government Act*  
1993 (NSW):



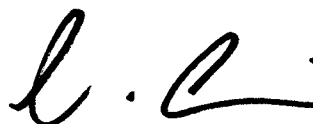
Signature of Witness

CHRISTOPHER GORMAN

Name of Witness

c/o 456 KENT STREET SYDNEY

Address of Witness



Signature of Authorised Delegate

CHRISTOPHER CORRADI

Name of Authorised Delegate

AREA PLANNING MANAGER (MAJOR PROJECTS)

Position of Authorised Delegate

(Sheet 36 of 36 sheets)

Plan: **DP1290500**

Plan of Subdivision of Lot 8 in DP1224258 covered by  
Subdivision Certificate No 2023/3 dated the  
26<sup>TH</sup> of APRIL 2023

**Signed sealed and delivered** for CBA

CORPORATE SERVICES (NSW) PTY LIMITED

ACN 072 765 434 by its attorney under power

of attorney dated 26.11.2013.....


registered number 765.....

book number 4659.....

in the presence of

  
\_\_\_\_\_  
Signature of witness

Jessie McIvor  
\_\_\_\_\_  
Name of witness (print)  
Level 14, Tower Three  
International Towers Sydney  
Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000  
\_\_\_\_\_  
Address of witness (print)

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

NANETTE GAMBOA  
\_\_\_\_\_  
Name of attorney (print)

DIRECTOR  
\_\_\_\_\_  
Position of attorney (print)

REGISTERED:  23/05/2023

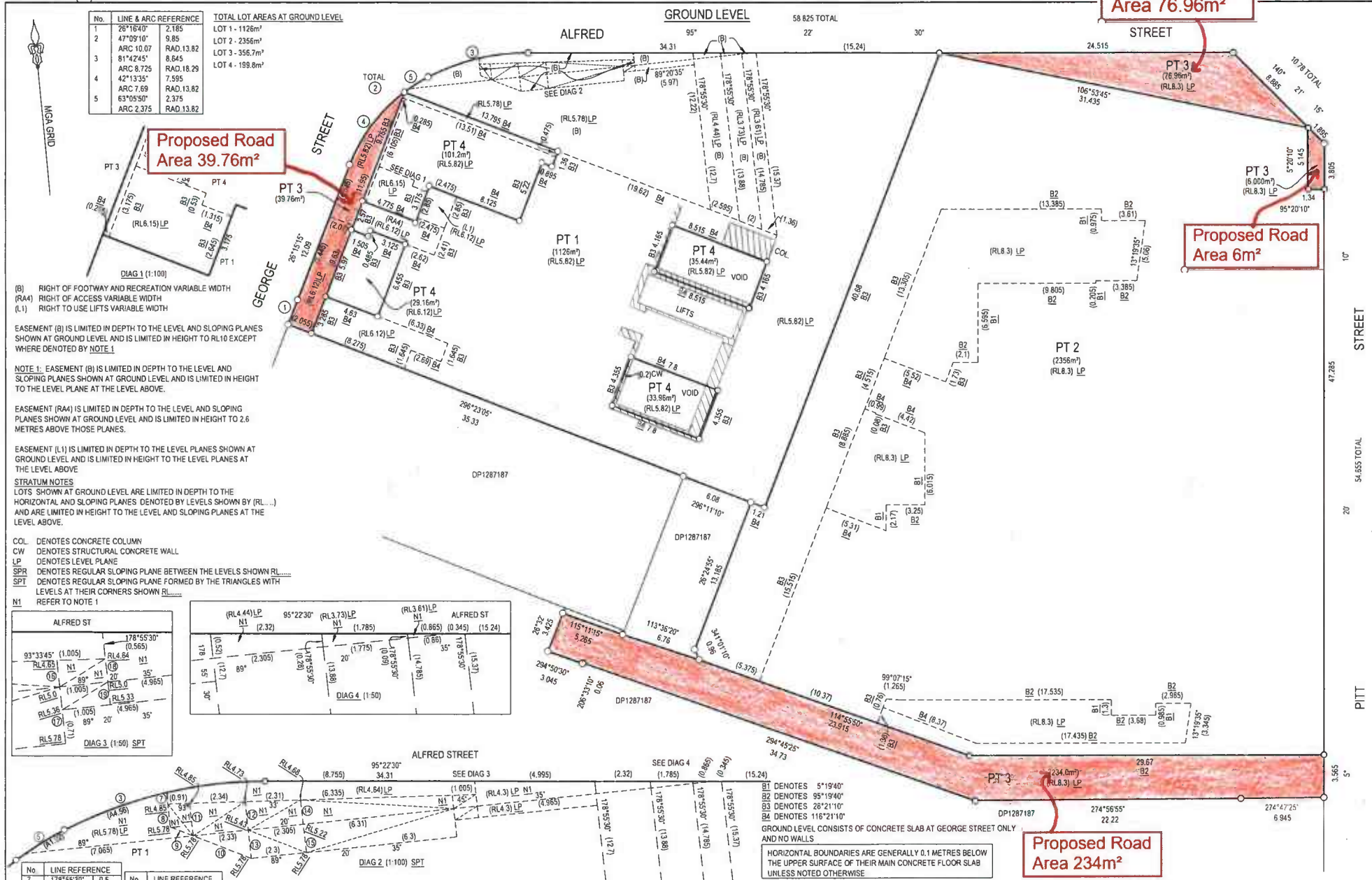
**Replacement Annexure E – Plan of Transfer Land**

Proposed Road Area 76.96m<sup>2</sup>

Proposed Road Area 39.76m<sup>2</sup>

Proposed Road Area 6m<sup>2</sup>

Proposed Road Area 234m<sup>2</sup>



No.	LINE & ARC REFERENCE	TOTAL LOT AREAS AT GROUND LEVEL
1	28°16'40" 2.185	LOT 1 - 1126m <sup>2</sup>
2	47°09'10" 9.85	LOT 2 - 2356m <sup>2</sup>
3	ARC 10.07 RAD.13.82	LOT 3 - 356.7m <sup>2</sup>
4	81°42'45" 8.645	LOT 4 - 199.8m <sup>2</sup>
5	ARC 8.725 RAD.18.29	
6	42°13'35" 7.595	
7	ARC 7.69 RAD.13.82	
8	63°05'50" 2.375	
9	ARC 2.375 RAD.13.82	

(B) RIGHT OF FOOTWAY AND RECREATION VARIABLE WIDTH  
 (RA4) RIGHT OF ACCESS VARIABLE WIDTH  
 (L1) RIGHT TO USE LIFTS VARIABLE WIDTH

EASEMENT (B) IS LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN AT GROUND LEVEL AND IS LIMITED IN HEIGHT TO RL10 EXCEPT WHERE DENOTED BY NOTE 1

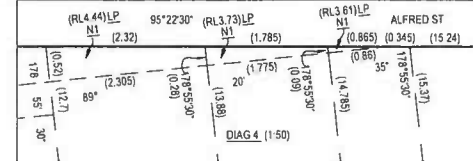
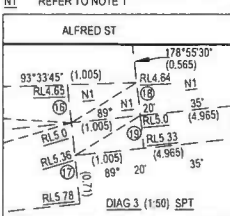
NOTE 1: EASEMENT (B) IS LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN AT GROUND LEVEL AND IS LIMITED IN HEIGHT TO THE LEVEL PLANE AT THE LEVEL ABOVE.

EASEMENT (RA4) IS LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN AT GROUND LEVEL AND IS LIMITED IN HEIGHT TO 2.6 METRES ABOVE THOSE PLANES.

EASEMENT (L1) IS LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN AT GROUND LEVEL AND IS LIMITED IN HEIGHT TO THE LEVEL PLANES AT THE LEVEL ABOVE

STRATUM NOTES  
 LOTS SHOWN AT GROUND LEVEL ARE LIMITED IN DEPTH TO THE HORIZONTAL AND SLOPING PLANES DENOTED BY LEVELS SHOWN BY (RL...) AND ARE LIMITED IN HEIGHT TO THE LEVEL AND SLOPING PLANES AT THE LEVEL ABOVE.

COL DENOTES CONCRETE COLUMN  
 CW DENOTES STRUCTURAL CONCRETE WALL  
 LP DENOTES LEVEL PLANE  
 SPR DENOTES REGULAR SLOPING PLANE BETWEEN THE LEVELS SHOWN RL...  
 SPT DENOTES REGULAR SLOPING PLANE FORMED BY THE TRIANGLES WITH LEVELS AT THEIR CORNERS SHOWN RL...  
 REFER TO NOTE 1



No.	LINE REFERENCE	No.	LINE REFERENCE
7	178°55'30" 0.5	15	178°55'30" 1.195
8	178°55'30" 0.97	16	178°55'30" 0.555
9	116°21'10" 1.025	17	178°55'30" 1.195
10	116°21'10" 2.625	18	178°55'30" 0.485
11	178°55'30" 1.365	19	178°55'30" 0.485
12	178°55'30" 1.195		
13	178°55'30" 1.195		
14	178°55'30" 1.025		

No.	LINE REFERENCE
15	178°55'30" 1.195
16	178°55'30" 0.555
17	178°55'30" 1.195
18	178°55'30" 0.485
19	178°55'30" 0.485

HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THEIR MAIN CONCRETE FLOOR SLAB UNLESS NOTED OTHERWISE

HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THEIR MAIN CONCRETE FLOOR SLAB UNLESS NOTED OTHERWISE

GROUND LEVEL CONSISTS OF CONCRETE SLAB AT GEORGE STREET ONLY AND NO WALLS

SURVEYOR Name: PATRICK JOHN WALSH Date: 24/12/2022 Reference: 1711 OCC STRATUM 01	PLAN OF SUBDIVISION OF LOT 8 IN DP1224258	LGA: SYDNEY Locality: SYDNEY Reduction Ratio 1:200 Lengths are in metres	Registered	DP1290500
			23/05/2023	

Reg:R619598 /Doc:DP 1290500 P /Rev:23-May-2023 /NSW LRS /Prt:25-May-2023 11:37 /Seq:7 of 14  
 © Office of the Registrar-General /Src:GlobalX /Ref:dda1en0101

## Replacement Annexure F – Easement Plan

COORDINATE SCHEDULE			
MARK	MGA COORDINATES	CLASS	METHOD
PM 69547	334 334.357	6251 648.244	B FROM SCIMS FOUND
PM 69549	334 326.699	6251 580.936	B FROM SCIMS FOUND
PM 147461	334 219.884	6251 671.388	B FROM SCIMS FOUND
PM 147462	334 224.313	6251 681.354	B FROM SCIMS FOUND
PM 147464	334 247.716	6251 728.564	B FROM SCIMS FOUND
PM 147465	334 256.899	6251 747.159	B FROM SCIMS FOUND
PM 147467	334 248.735	6251 633.615	B FROM SCIMS FOUND
PM 147468	334 331.614	6251 619.476	B FROM SCIMS FOUND
PM 147469	334 352.441	6251 741.827	B FROM SCIMS FOUND
PM 187798	334 343.899	6251 750.467	TRAVERSE FOUND

REFERENCE MARKS			
RM1	RM2	RM3	RM4
147°06'20"	157°50'10"	275°20'	275°20'
RM PM147464	RM DHDW FD	RM DHDW FD	RM DHDW FD
(DP1224258)	(DP1224258)	(DP1224258)	(DP1224258)
4.26	4.875	3.585	15.23
RM PM147464	RM GONE	RM GONE	RM GONE
(DP1224258)	(DP1224258)	(DP1224258)	(DP1224258)
8.635	3.326	7.16	3.765
RM GONE	RM PM147467 FD	RM DHDW FD	RM PM147462 FD
(DP6298224)	(DP6298224)	(DP1213026)	(DP1213026)
3.326	2.775	21.62	3.66
RM PM147467 FD	RM PM147467 FD	RM NOT FOUND	RM PM147461 FD
(DP6298224)	(DP6298224)	(DP1213026)	(DP1213026)
3.66	3.66	9.56	9.56
RM PM147461 FD	RM PM147461 FD	RM DHDW FD	RM DHDW FD
(DP1213026)	(DP1213026)	(DP1285806)	(DP1285806)

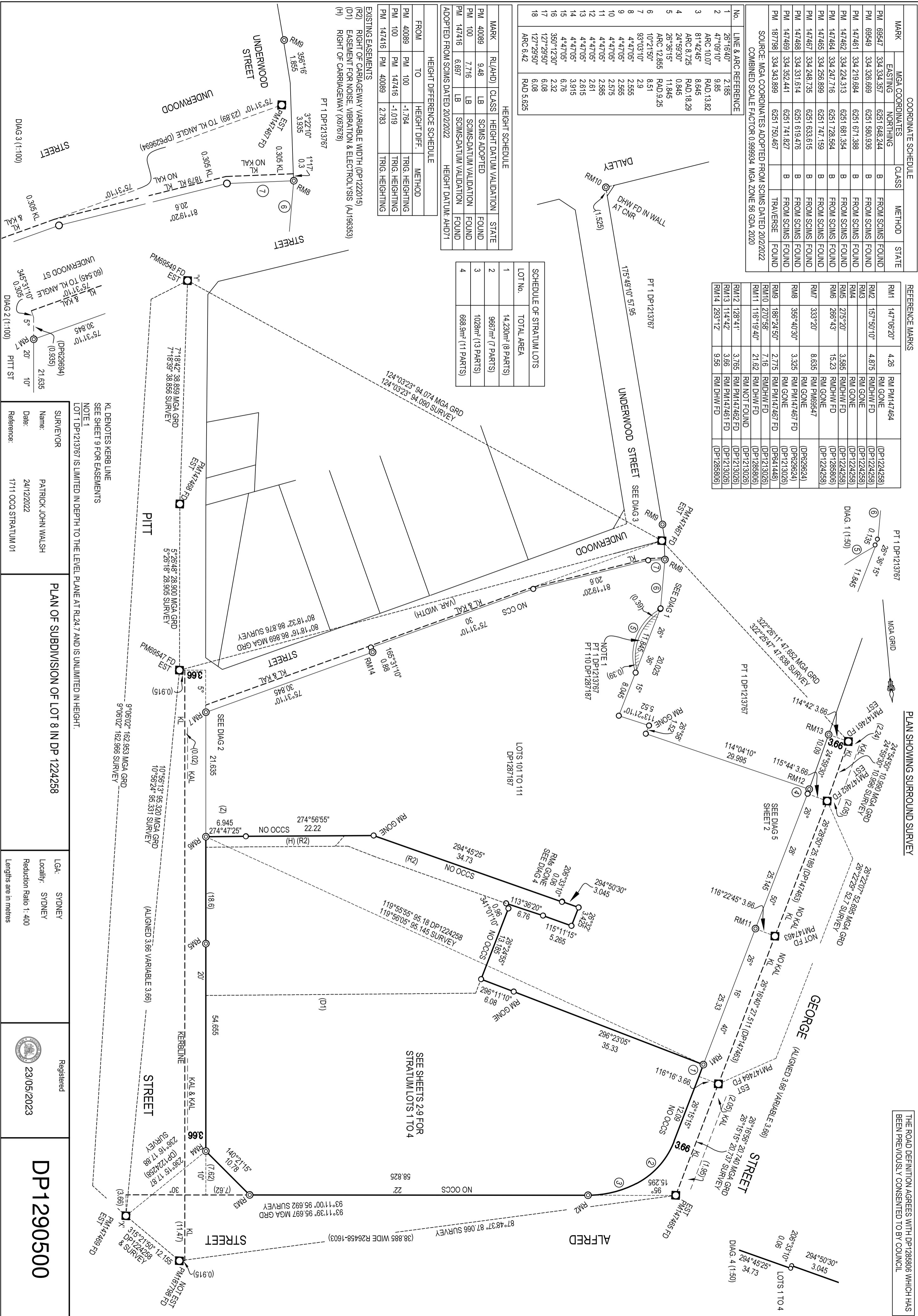
LINE & ARC REFERENCE			
No.	LINE & ARC REFERENCE	HEIGHT DIFF.	METHOD
1	26°18'40"	2.785	TRIG. HEIGHTING
2	47°09'10"	9.85	TRIG. HEIGHTING
3	ARC 10.07	RAD.13.82	TRIG. HEIGHTING
4	81°42'45"	8.645	TRIG. HEIGHTING
5	ARC 8.725	RAD.18.29	TRIG. HEIGHTING
6	26°36'15"	11.845	TRIG. HEIGHTING
7	ARC 12.865	RAD.9.25	TRIG. HEIGHTING
8	10°21'50"	8.51	TRIG. HEIGHTING
9	93°03'10"	2.9	TRIG. HEIGHTING
10	4°47'05"	2.555	TRIG. HEIGHTING
11	4°47'05"	2.565	TRIG. HEIGHTING
12	4°47'05"	2.575	TRIG. HEIGHTING
13	4°47'05"	2.585	TRIG. HEIGHTING
14	4°47'05"	2.61	TRIG. HEIGHTING
15	4°47'05"	2.815	TRIG. HEIGHTING
16	4°47'05"	3.916	TRIG. HEIGHTING
17	350°12'30"	2.32	TRIG. HEIGHTING
18	127°29'50"	6.08	TRIG. HEIGHTING
	ARC 6.42	RAD.5.625	TRIG. HEIGHTING

HEIGHT SCHEDULE			
MARK	RL(AHD)	CLASS	HEIGHT DATUM VALIDATION
PM 40089	9.48	LB	SCIMS ADOPTED
PM 100	147416	LB	SCIMS-DATUM VALIDATION FOUND
PM 147416	6.897	LB	SCIMS-DATUM VALIDATION FOUND
PM 147416	PM 40089	2.783	TRIG. HEIGHTING

HEIGHT DIFFERENCE SCHEDULE		
FROM	TO	HEIGHT DIFF.
PM 40089	PM 100	-1.764
PM 100	PM 147416	-1.019
PM 147416	PM 40089	2.783

EXISTING EASEMENTS  
 (R2) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1222016)  
 (D1) EASEMENT FOR NOISE, VIBRATION & ELECTROLYSIS (A)196353)  
 (H) RIGHT OF CARRIAGEWAY (X67878)

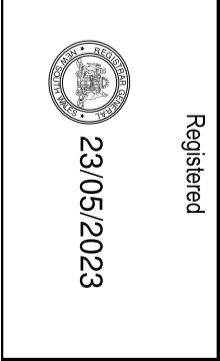
SCHEDULE OF STRATUM LOTS		
LOT No.	TOTAL AREA	STATE
1	14,230m² (8 PARTS)	FOUND
2	9667m² (7 PARTS)	FOUND
3	1028m² (13 PARTS)	FOUND
4	688.9m² (11 PARTS)	FOUND



K/L DENOTES KERBLINE  
 SEE SHEET 9 FOR EASEMENTS  
 NOTE 1  
 LOT 1 DP1213767 IS LIMITED IN DEPTH TO THE LEVEL PLANE AT RL24.7 AND IS UNLIMITED IN HEIGHT.  
 SURVEYOR: PATRICK JOHN WALSH  
 Name: PATRICK JOHN WALSH  
 Date: 24/12/2022  
 Reference: 1711 OCC STRATUM 01

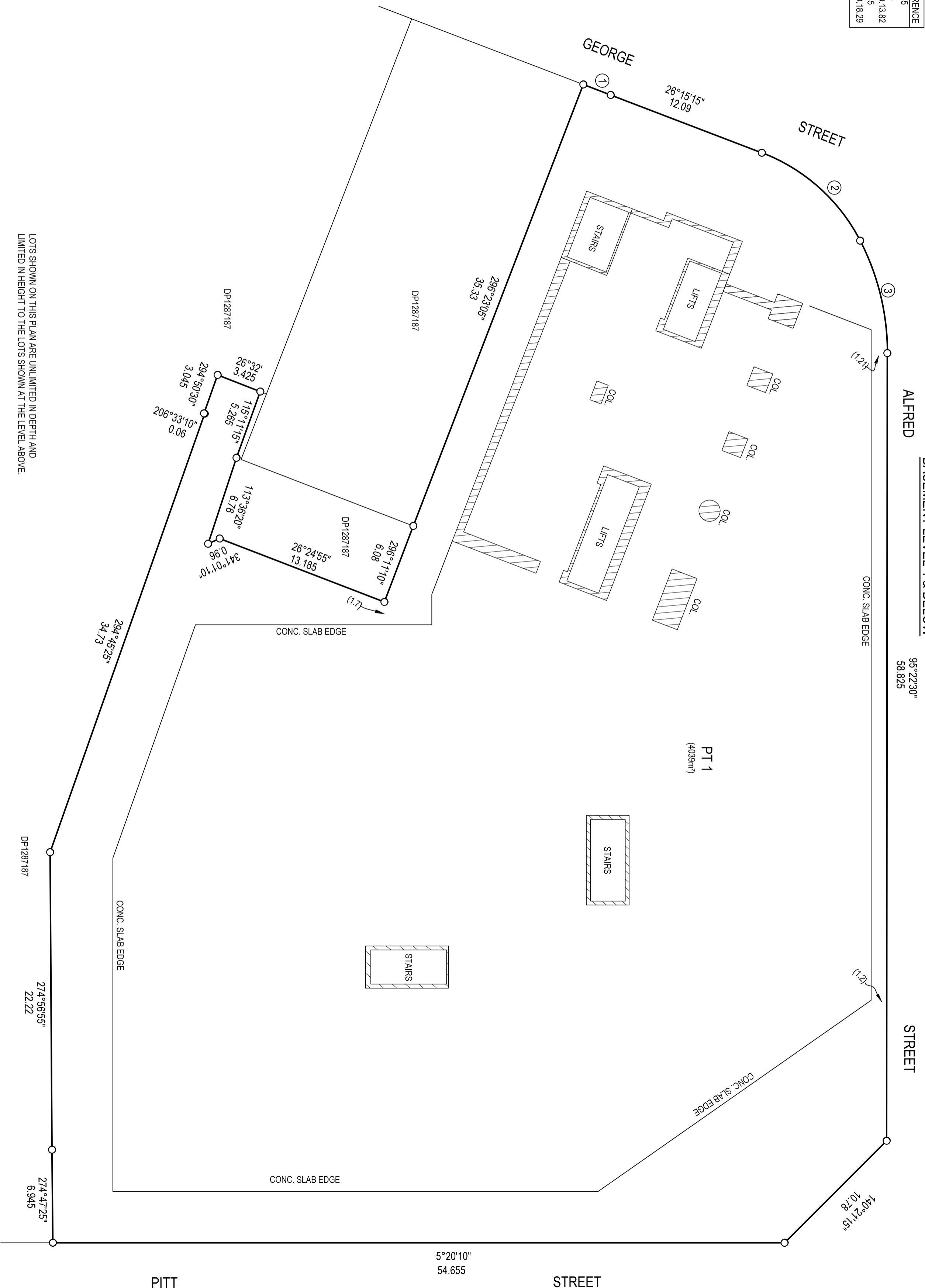
PLAN OF SUBDIVISION OF LOT 8 IN DP 1224258

LGA: SYDNEY  
 Locality: SYDNEY  
 Reduction Ratio: 1:400  
 Lengths are in metres



DP1290500

No.	LINE & ARC REFERENCE	2.185
1	26°16'40"	9.85
2	47°09'10"	RAD 13.82
	ARC 10.07	8.645
3	81°42'45"	RAD 18.29
	ARC 8.725	

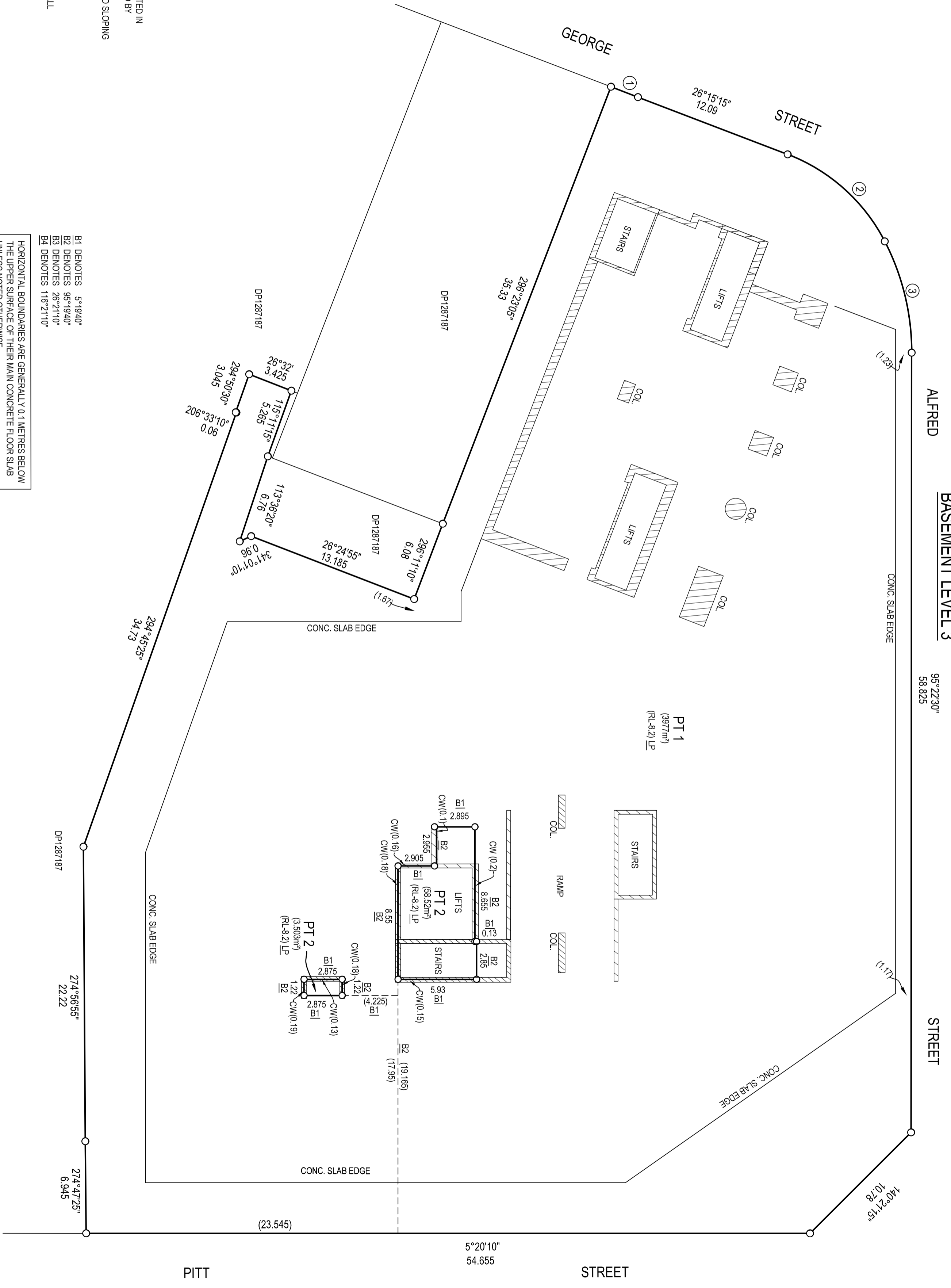


LOTS SHOWN ON THIS PLAN ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOTS SHOWN AT THE LEVEL ABOVE.

COL. DENOTES CONCRETE COLUMN

<p>SURVEYOR Name: PATRICK JOHN WALSH Date: 24/12/2022 Reference: 1711 OCC STRATUM 01</p>	<p>PLAN OF SUBDIVISION OF LOT 8 IN DP1224258</p>	<p>LGA: SYDNEY Locality: SYDNEY Reduction Ratio 1:200 Lengths are in metres</p>	<p>Registered 23/05/2023</p>	<p><b>DP1290500</b></p>
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No.	LINE & ARC REFERENCE	2.185
1	26°16'40"	9.85
2	47°09'10"	RAD.13.82
3	ARC.10.07	8.645
	81°42'45"	8.645
	ARC.8.725	RAD.18.29



STRATUMNOTES  
 LOTS SHOWN AT BASEMENT LEVEL 3 ARE LIMITED IN DEPTH TO THE HORIZONTAL PLANES DENOTED BY LEVELS SHOWN BY (RL.....) AND ARE LIMITED IN HEIGHT TO THE LEVEL AND SLOPING PLANES AT THE LEVEL ABOVE.

COL DENOTES CONCRETE COLUMN  
 CW DENOTES STRUCTURAL CONCRETE WALL  
 LP DENOTES LEVEL PLANE

HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THEIR MAIN CONCRETE FLOOR SLAB UNLESS NOTED OTHERWISE

B1 DENOTES 5°19'40"  
 B2 DENOTES 95°19'40"  
 B3 DENOTES 26°21'10"  
 B4 DENOTES 116°21'10"

TOTAL LOT AREAS AT BASEMENT LEVEL 3  
 LOT 1 - 3977m²  
 LOT 2 - 62.03m²

SURVEYOR Name: PATRICK JOHN WALSH  
 Date: 24/12/2022  
 Reference: 1711 OOO STRATUM 01

PLAN OF SUBDIVISION OF LOT 8 IN DP1224258

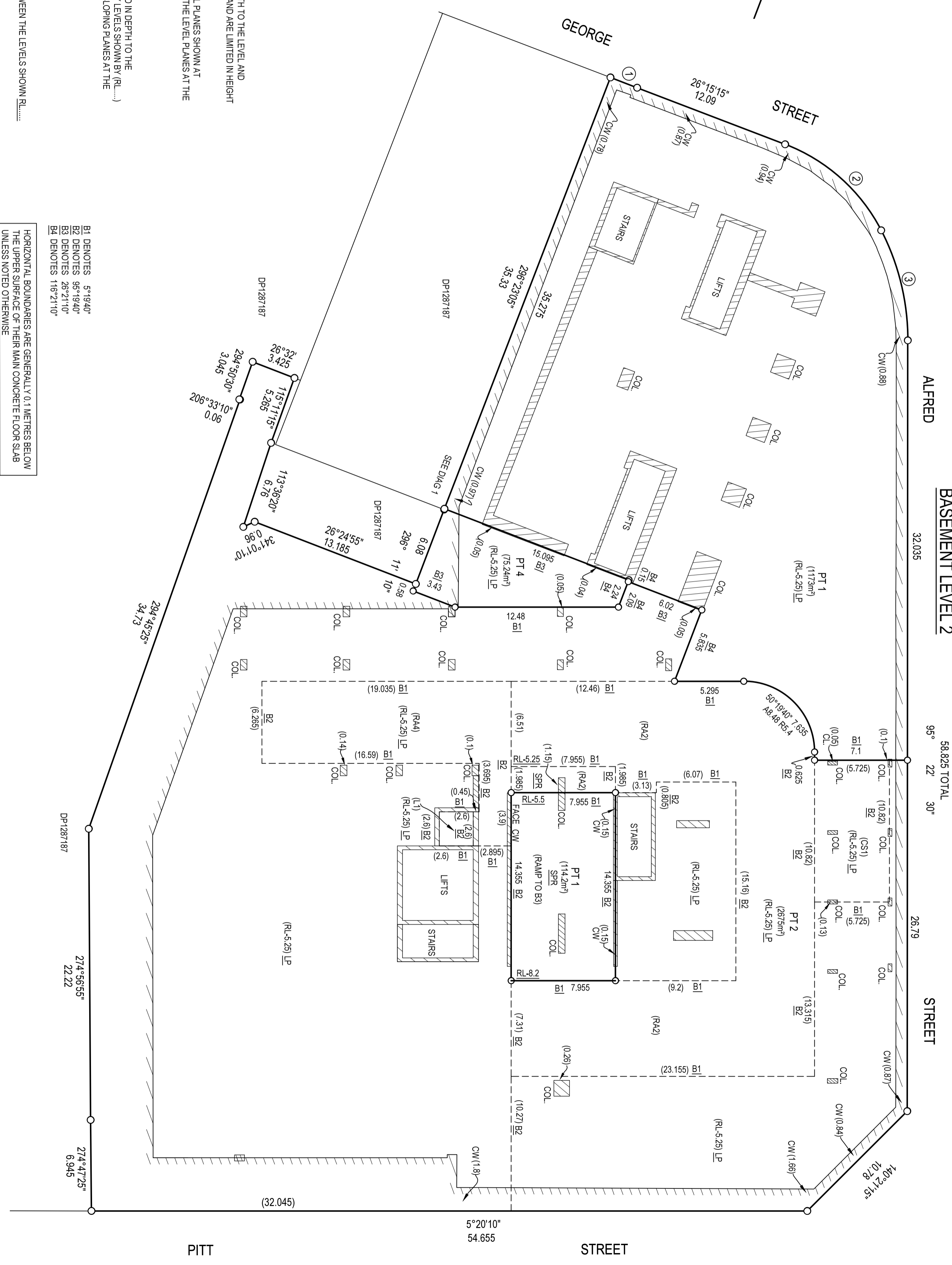
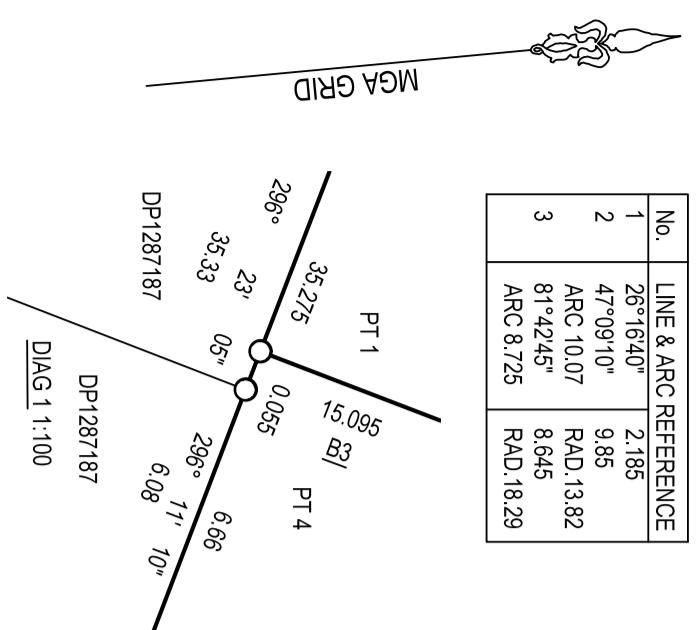
LGA: SYDNEY  
 Locality: SYDNEY  
 Reduction Ratio 1:200  
 Lengths are in metres

Registered  
 23/05/2023

DP1290500



No.	LINE & ARC REFERENCE	2.185
1	26°16'40"	9.85
2	47°09'10"	RAD:13.82
3	81°42'45"	8.645
	ARC 8.725	RAD:18.29



(RA2) RIGHT OF ACCESS VARIABLE WIDTH  
 (RA4) RIGHT OF ACCESS VARIABLE WIDTH  
 (L1) RIGHT TO USE LIFTS VARIABLE WIDTH  
 EASEMENTS (RA2) AND (RA4) ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN AT BASEMENT LEVEL 2 AND ARE LIMITED IN HEIGHT TO 2.6 METRES ABOVE THOSE PLANES.  
 EASEMENT (L1) IS LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN AT BASEMENT LEVEL 2 AND IS LIMITED IN HEIGHT TO THE LEVEL PLANES AT THE LEVEL ABOVE.

STRATUM NOTES  
 LOTS SHOWN AT BASEMENT LEVEL 2 ARE LIMITED IN DEPTH TO THE HORIZONTAL AND SLOPING PLANES DENOTED BY LEVELS SHOWN BY (RL.....) AND ARE LIMITED IN HEIGHT TO THE LEVEL AND SLOPING PLANES AT THE LEVEL ABOVE.

B1 DENOTES 5°19'40"  
 B2 DENOTES 95°19'40"  
 B3 DENOTES 26°21'10"  
 B4 DENOTES 116°21'10"

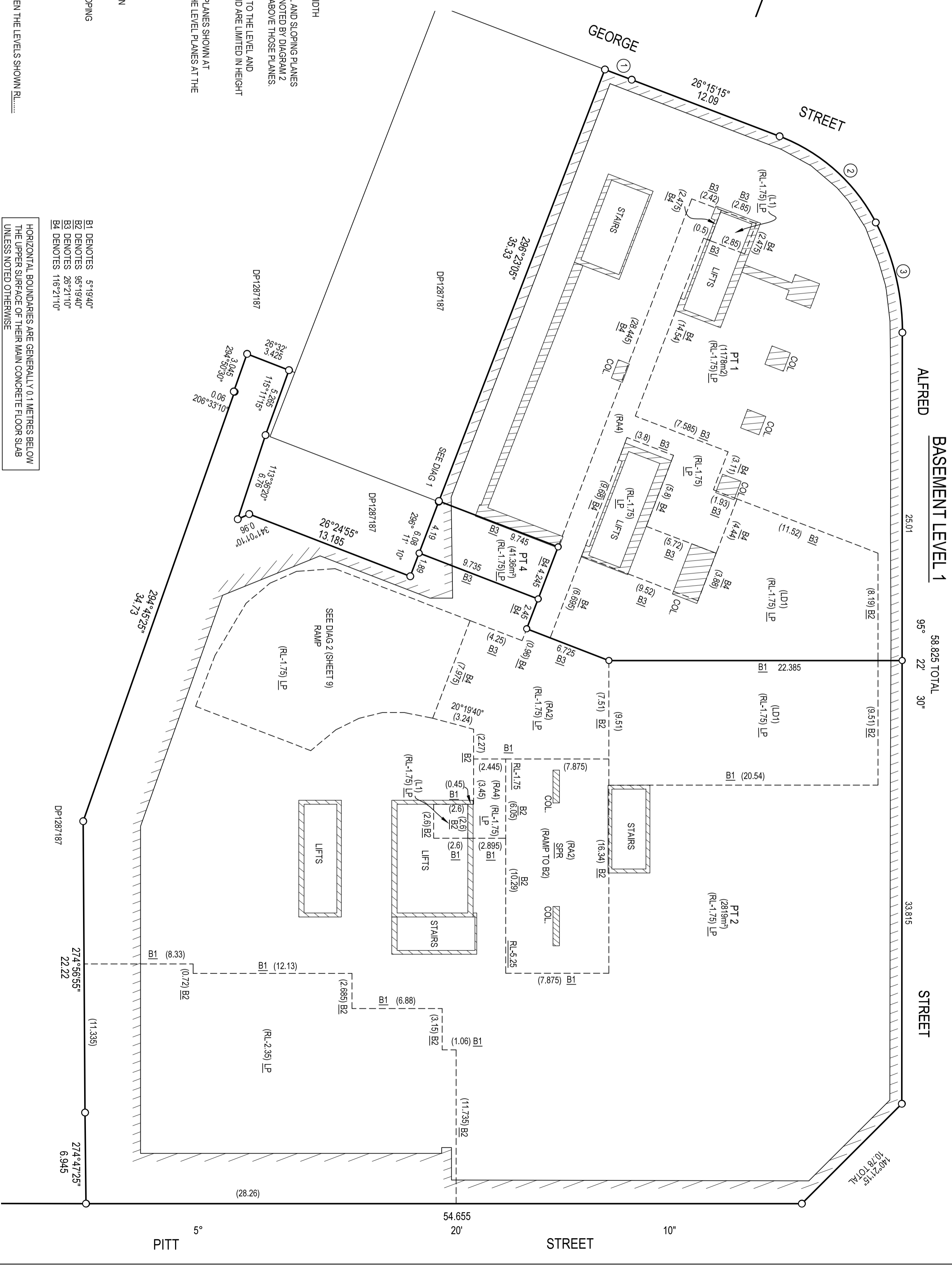
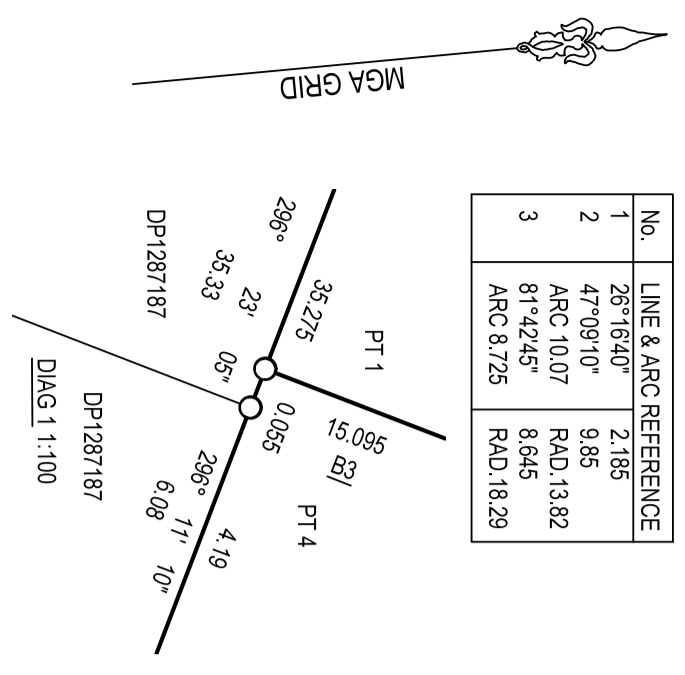
HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THEIR MAIN CONCRETE FLOOR SLAB UNLESS NOTED OTHERWISE

COL. DENOTES CONCRETE COLUMN  
 CW DENOTES STRUCTURAL CONCRETE WALL  
 LP DENOTES LEVEL PLANE  
 SPR DENOTES REGULAR SLOPING PLANE BETWEEN THE LEVELS SHOWN RL.....

TOTAL LOT AREAS AT BASEMENT LEVEL 2  
 LOT 1 - 1288m<sup>2</sup>  
 LOT 2 - 2676m<sup>2</sup>  
 LOT 4 - 75.24m<sup>2</sup>

SURVEYOR Name: PATRICK JOHN WALSH Date: 24/12/2022 Reference: 1711 OCC STRATUM 01		PLAN OF SUBDIVISION OF LOT 8 IN DP1224258		LGA: SYDNEY Locality: SYDNEY Reduction Ratio 1:200 Lengths are in metres		Registered 23/05/2023		DP1290500	
--	--	---	--	---	--	--------------------------	--	-----------	--

No.	LINE & ARC REFERENCE	2.185
1	26°16'40"	9.85
2	47°09'10"	RAD:13.82
3	81°42'45"	8.645
	ARC:8.725	RAD:18.29



(RA2) RIGHT OF ACCESS VARIABLE WIDTH  
 (RA4) RIGHT OF ACCESS VARIABLE WIDTH  
 (L1) RIGHT TO USE LIFTS VARIABLE WIDTH  
 (LD1) EASEMENT FOR LOADING DOCK VARIABLE WIDTH

EASEMENT (RA2) IS LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN AT BASEMENT LEVEL 1 (EXCEPT WHERE DENOTED BY DIAGRAM 2 SHEET 9) AND IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THOSE PLANES.

EASEMENTS (RA4) AND (LD1) ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN AT BASEMENT LEVEL 1 AND ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THOSE PLANES.

EASEMENT (L1) IS LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN AT BASEMENT LEVEL 1 AND IS LIMITED IN HEIGHT TO THE LEVEL PLANES AT THE LEVEL ABOVE

STRATUM NOTES  
 LOTS SHOWN AT BASEMENT LEVEL 1 ARE LIMITED IN DEPTH TO THE HORIZONTAL AND SLOPING PLANES DENOTED BY LEVELS SHOWN BY (RL.....) AND ARE LIMITED IN HEIGHT TO THE LEVEL AND SLOPING PLANES AT THE LEVEL ABOVE.

COL. DENOTES CONCRETE COLUMN  
 CW DENOTES STRUCTURAL CONCRETE WALL  
 LP DENOTES LEVEL PLANE  
 SPR DENOTES REGULAR SLOPING PLANE BETWEEN THE LEVELS SHOWN RL.....

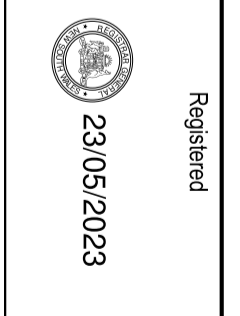
B1 DENOTES 5°19'40"  
 B2 DENOTES 95°19'40"  
 B3 DENOTES 28°21'10"  
 B4 DENOTES 116°21'10"

HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THEIR MAIN CONCRETE FLOOR SLAB UNLESS NOTED OTHERWISE

TOTAL LOT AREAS AT BASEMENT LEVEL 1  
 LOT 1 - 1178m<sup>2</sup>  
 LOT 2 - 2819m<sup>2</sup>  
 LOT 4 - 4136m<sup>2</sup>

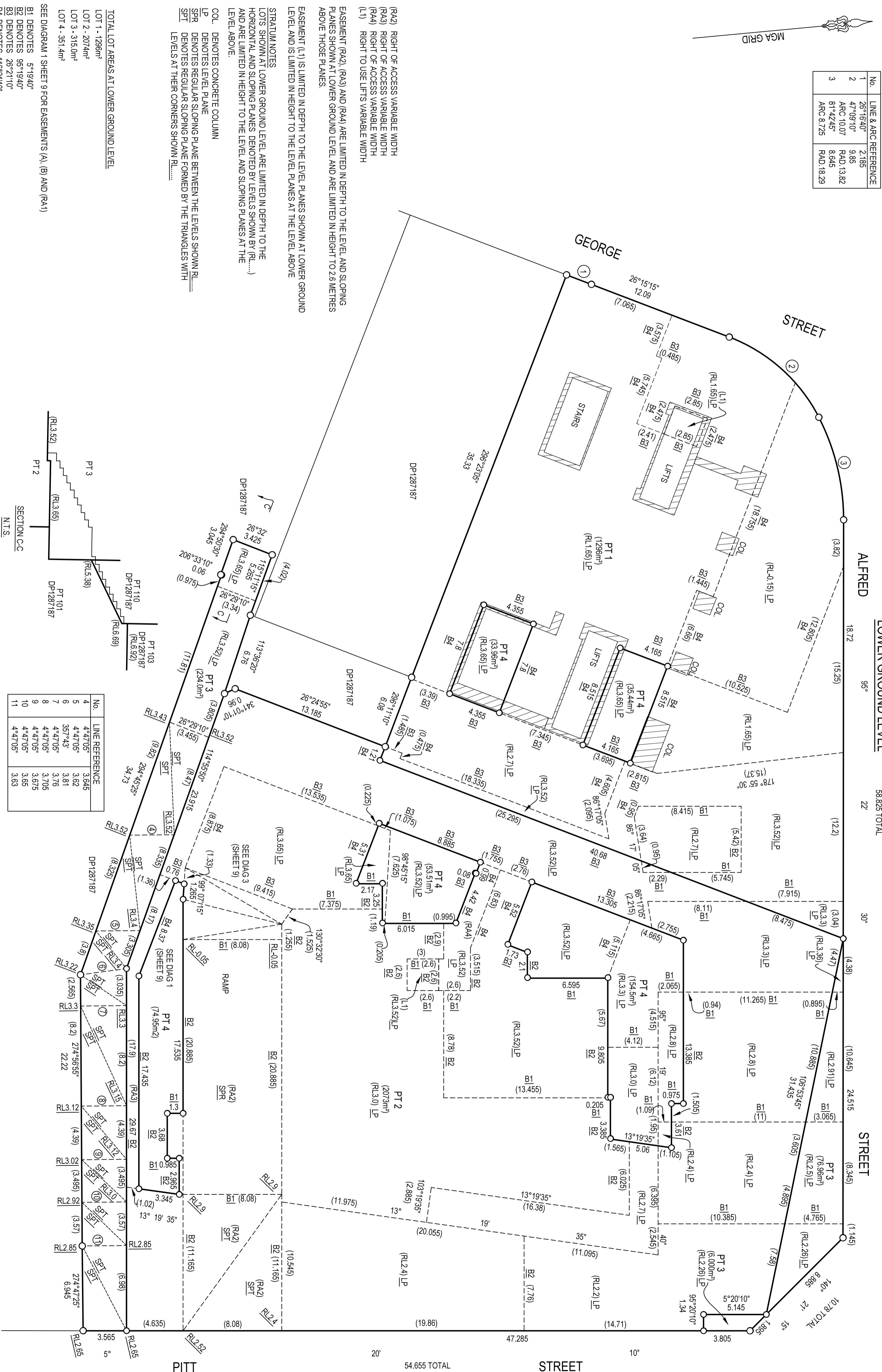
PLAN OF SUBDIVISION OF LOT 8 IN DP1224258

SYDNEY  
 SYDNEY  
 Reduction Ratio 1:200  
 Lengths are in metres



DP1290500

No.	LINE & ARC REFERENCE	2.185
1	26°16'40"	9.85
2	47°09'10"	RAD.13.82
3	ARC 10.07	8.645
	81°42'45"	RAD.18.29
	ARC 8.725	



RA2) RIGHT OF ACCESS VARIABLE WIDTH  
 RA3) RIGHT OF ACCESS VARIABLE WIDTH  
 RA4) RIGHT OF ACCESS VARIABLE WIDTH  
 (L1) RIGHT TO USE LIFTS VARIABLE WIDTH

EASEMENT (RA2), (RA3) AND (RA4) ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN AT LOWER GROUND LEVEL AND ARE LIMITED IN HEIGHT TO 2.6 METRES ABOVE THOSE PLANES.

EASEMENT (L1) IS LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN AT LOWER GROUND LEVEL AND IS LIMITED IN HEIGHT TO THE LEVEL PLANES AT THE LEVEL ABOVE

STRATUM NOTES  
 LOTS SHOWN AT LOWER GROUND LEVEL ARE LIMITED IN DEPTH TO THE HORIZONTAL AND SLOPING PLANES DENOTED BY LEVELS SHOWN BY (RL.....) AND ARE LIMITED IN HEIGHT TO THE LEVEL AND SLOPING PLANES AT THE LEVEL ABOVE.

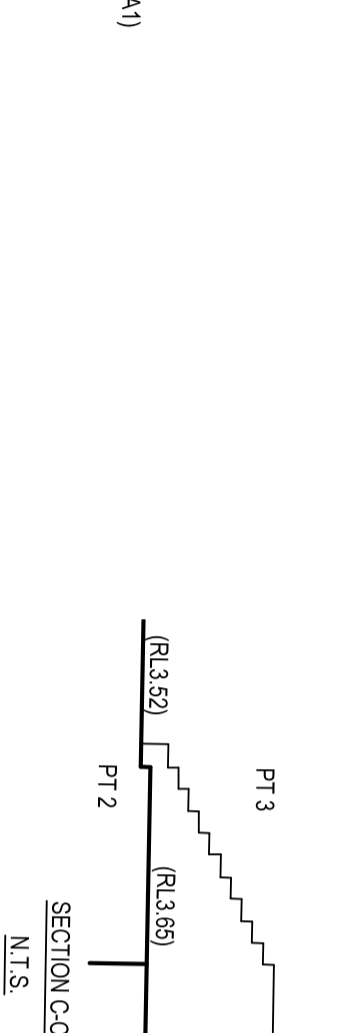
COL. DENOTES CONCRETE COLUMN  
 LP DENOTES LEVEL PLANE  
 SPT DENOTES REGULAR SLOPING PLANE BETWEEN THE LEVELS SHOWN RL.....  
 SPT DENOTES REGULAR SLOPING PLANE FORMED BY THE TRIANGLES WITH LEVELS AT THEIR CORNERS SHOWN RL.....

TOTAL LOT AREAS AT LOWER GROUND LEVEL  
 LOT 1 - 1296m<sup>2</sup>  
 LOT 2 - 2074m<sup>2</sup>  
 LOT 3 - 315.0m<sup>2</sup>  
 LOT 4 - 351.4m<sup>2</sup>

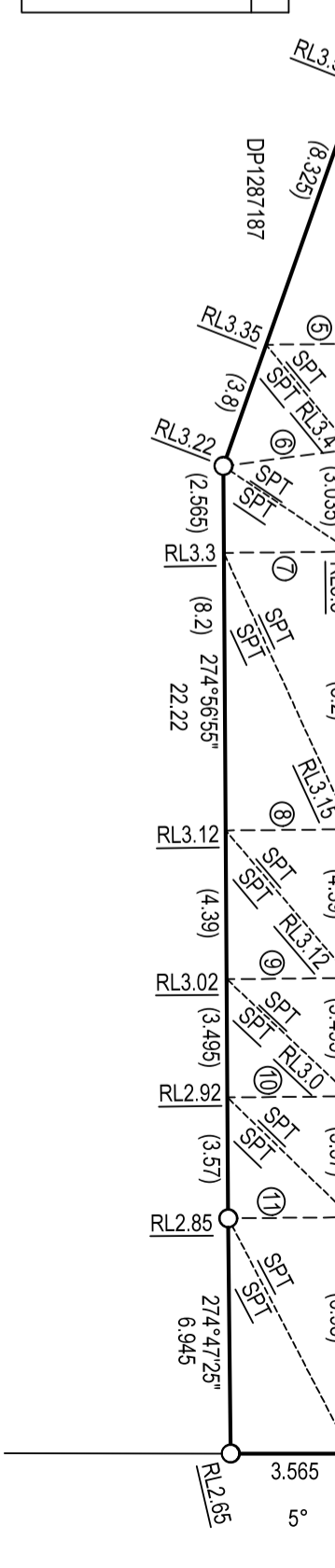
SEE DIAGRAM 1 SHEET 9 FOR EASEMENTS (A), (B) AND (RA1)

B1 DENOTES 5°19'40"  
 B2 DENOTES 95°19'40"  
 B3 DENOTES 26°21'10"  
 B4 DENOTES 116°21'10"

LOWER GROUND LEVEL CONSISTS OF CONCRETE SLAB ONLY AND NO WALLS

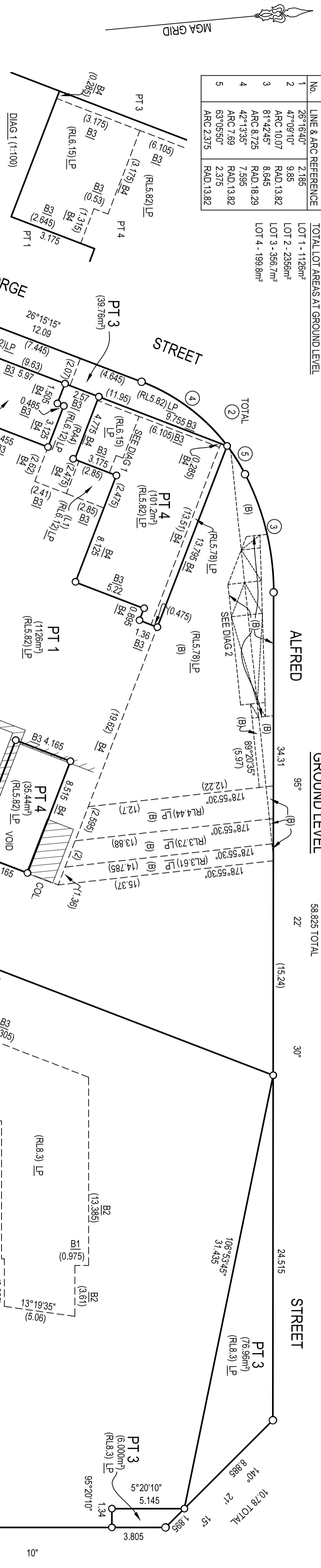


No.	LINE REFERENCE	3.645
4	4°47'05"	3.645
5	4°47'05"	3.81
6	357°43'	3.76
7	4°47'05"	3.705
8	4°47'05"	3.675
9	4°47'05"	3.675
10	4°47'05"	3.65
11	4°47'05"	3.63

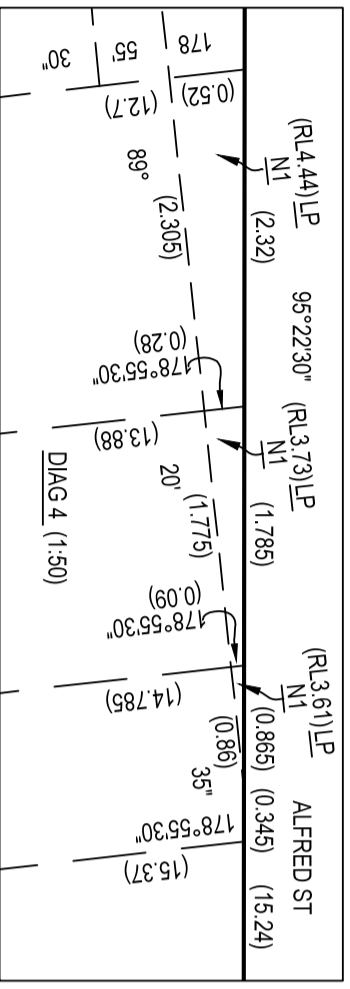
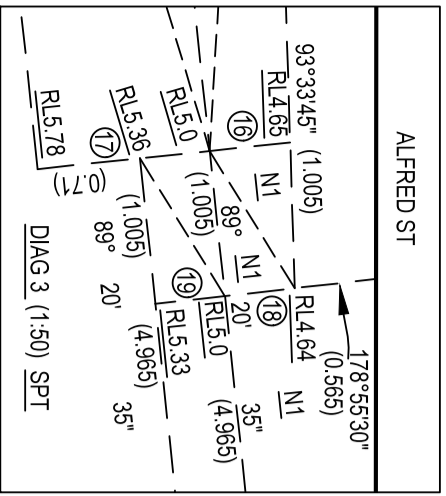


SURVEYOR Name: PATRICK JOHN WALSH Date: 24/12/2022 Reference: 1711 OCC STRATUM 01		PLAN OF SUBDIVISION OF LOT 8 IN DP1224258		LGA: SYDNEY Locality: SYDNEY Reduction Ratio 1:200 Lengths are in metres		Registered 23/05/2023		DP1290500	
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No.	LINE & ARC REFERENCE	TOTAL LOT AREAS AT GROUND LEVEL
1	25°16'40"	2.185
2	47°09'10"	9.85
3	ARC 10.07	RAD.13.82
4	ARC 8.725	RAD.18.29
5	ARC 7.69	RAD.13.82
	ARC 2.375	RAD.13.82



(B) RIGHT OF FOOTWAY AND RECREATION VARIABLE WIDTH  
 (R44) RIGHT OF ACCESS VARIABLE WIDTH  
 (L1) RIGHT TO USE LIFTS VARIABLE WIDTH  
 EASEMENT (B) IS LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN AT GROUND LEVEL AND IS LIMITED IN HEIGHT TO RL10 EXCEPT WHERE DENOTED BY NOTE 1  
 NOTE 1: EASEMENT (B) IS LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN AT GROUND LEVEL AND IS LIMITED IN HEIGHT TO THE LEVEL ABOVE.  
 EASEMENT (R44) IS LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN AT GROUND LEVEL AND IS LIMITED IN HEIGHT TO 2.6 METRES ABOVE THOSE PLANES.  
 EASEMENT (L1) IS LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN AT GROUND LEVEL AND IS LIMITED IN HEIGHT TO THE LEVEL ABOVE.  
 STRATUM NOTES  
 LOTS SHOWN AT GROUND LEVEL ARE LIMITED IN DEPTH TO THE HORIZONTAL AND SLOPING PLANES DENOTED BY LEVELS SHOWN BY (RL...) AND ARE LIMITED IN HEIGHT TO THE LEVEL AND SLOPING PLANES AT THE LEVEL ABOVE.  
 COL DENOTES CONCRETE COLUMN  
 CW DENOTES STRUCTURAL CONCRETE WALL  
 LP DENOTES LEVEL PLANE  
 SPR DENOTES REGULAR SLOPING PLANE BETWEEN THE LEVELS SHOWN RL...  
 SPT DENOTES REGULAR SLOPING PLANE FORMED BY THE TRIANGLES WITH LEVELS AT THEIR CORNERS SHOWN RL...  
 NI REFER TO NOTE 1



No.	LINE REFERENCE	No.	LINE REFERENCE
7	178°55'30"	15	178°55'30"
8	178°55'30"	16	178°55'30"
9	116°21'10"	17	178°55'30"
10	116°21'10"	18	178°55'30"
11	178°55'30"	19	178°55'30"
12	178°55'30"		
13	178°55'30"		
14	178°55'30"		

B1 DENOTES 5°19'40"  
 B2 DENOTES 95°19'40"  
 B3 DENOTES 26°21'10"  
 B4 DENOTES 116°21'10"  
 GROUND LEVEL CONSISTS OF CONCRETE SLAB AT GEORGE STREET ONLY AND NO WALLS  
 HORIZONTAL BOUNDARIES ARE GENERALLY 0.1 METRES BELOW THE UPPER SURFACE OF THEIR MAIN CONCRETE FLOOR SLAB UNLESS NOTED OTHERWISE

SURVEYOR  
 Name: PATRICK JOHN WALSH  
 Date: 24/12/2022  
 Reference: 1711 OCC STRATUM 01

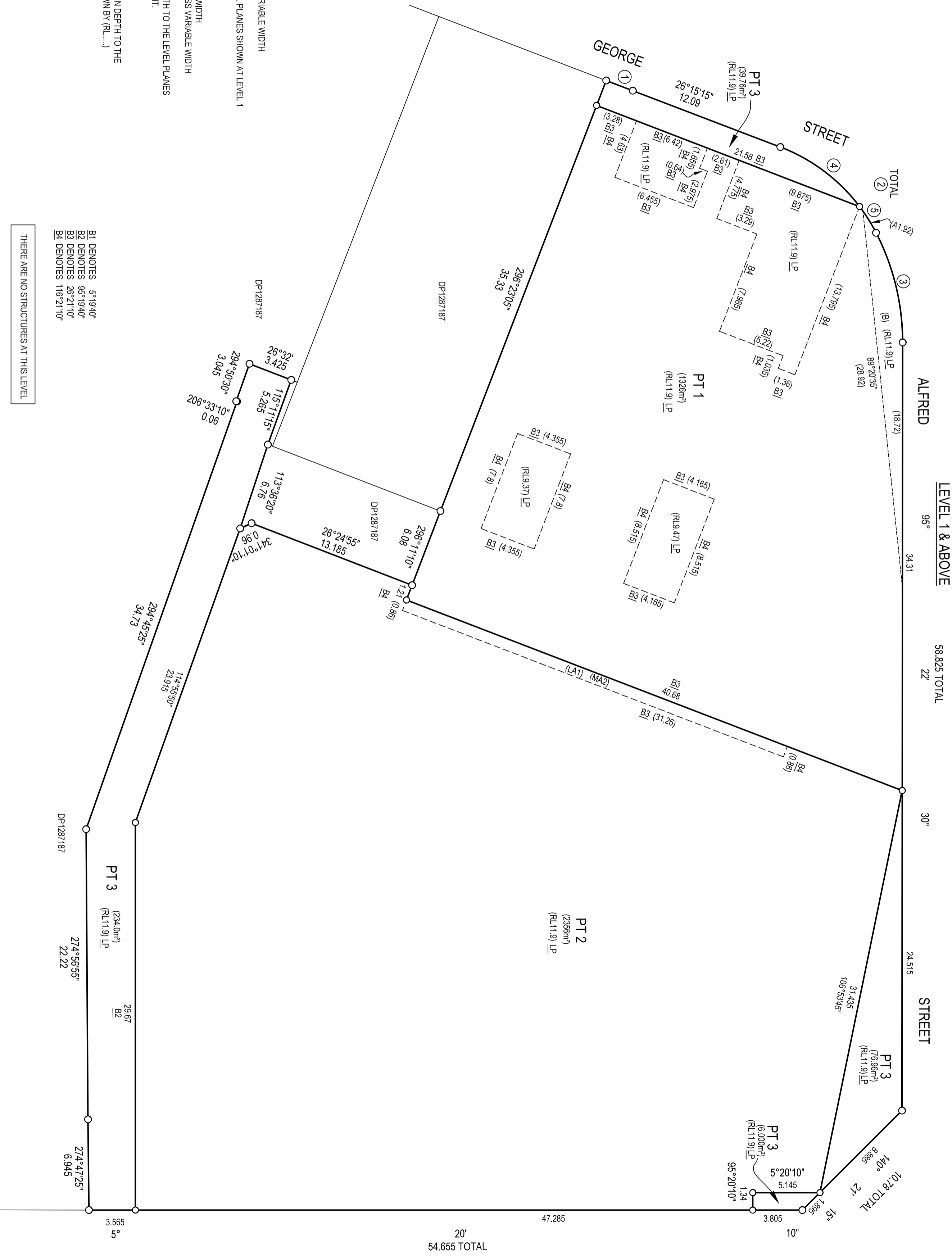
PLAN OF SUBDIVISION OF LOT 8 IN DP1224258

LGA: SYDNEY  
 Locality: SYDNEY  
 Reduction Ratio 1:200  
 Lengths are in metres

Registered  
 23/05/2023

DP1290500

No.	LINE & ARC REFERENCE	2.185
1	26°16'40"	9.85
2	47°09'10"	RAD:13.82
3	ARC:10.07	8.645
4	81°42'45"	RAD:18.29
5	42°13'35"	7.595
	ARC:7.89	RAD:13.82
	63°05'50"	2.375
	ARC:2.375	RAD:13.82



- (a) RIGHT OF FOOTWAY AND RECREATION VARIABLE WIDTH
- (b) EASEMENT (B) IS LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN AT LEVEL 1 AND IS UNLIMITED IN HEIGHT.
- (LA1) EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH
- (MA2) EASEMENT FOR MAINTENANCE AND ACCESS VARIABLE WIDTH
- EASEMENTS (LA1) AND (MA2) ARE LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN AT LEVEL 1 AND ARE UNLIMITED IN HEIGHT.

STRATUM NOTES  
 LOTS SHOWN AT LEVEL 1 & ABOVE ARE LIMITED IN DEPTH TO THE HORIZONTAL PLANES DENOTED BY LEVELS SHOWN BY (RL...;) AND ARE UNLIMITED IN HEIGHT.

LP DENOTES LEVEL PLANE

THERE ARE NO STRUCTURES AT THIS LEVEL

TOTAL LOT AREAS AT LEVEL 1 & ABOVE  
 LOT 1 - 1326m<sup>2</sup>  
 LOT 2 - 2356m<sup>2</sup>  
 LOT 3 - 356.7m<sup>2</sup>

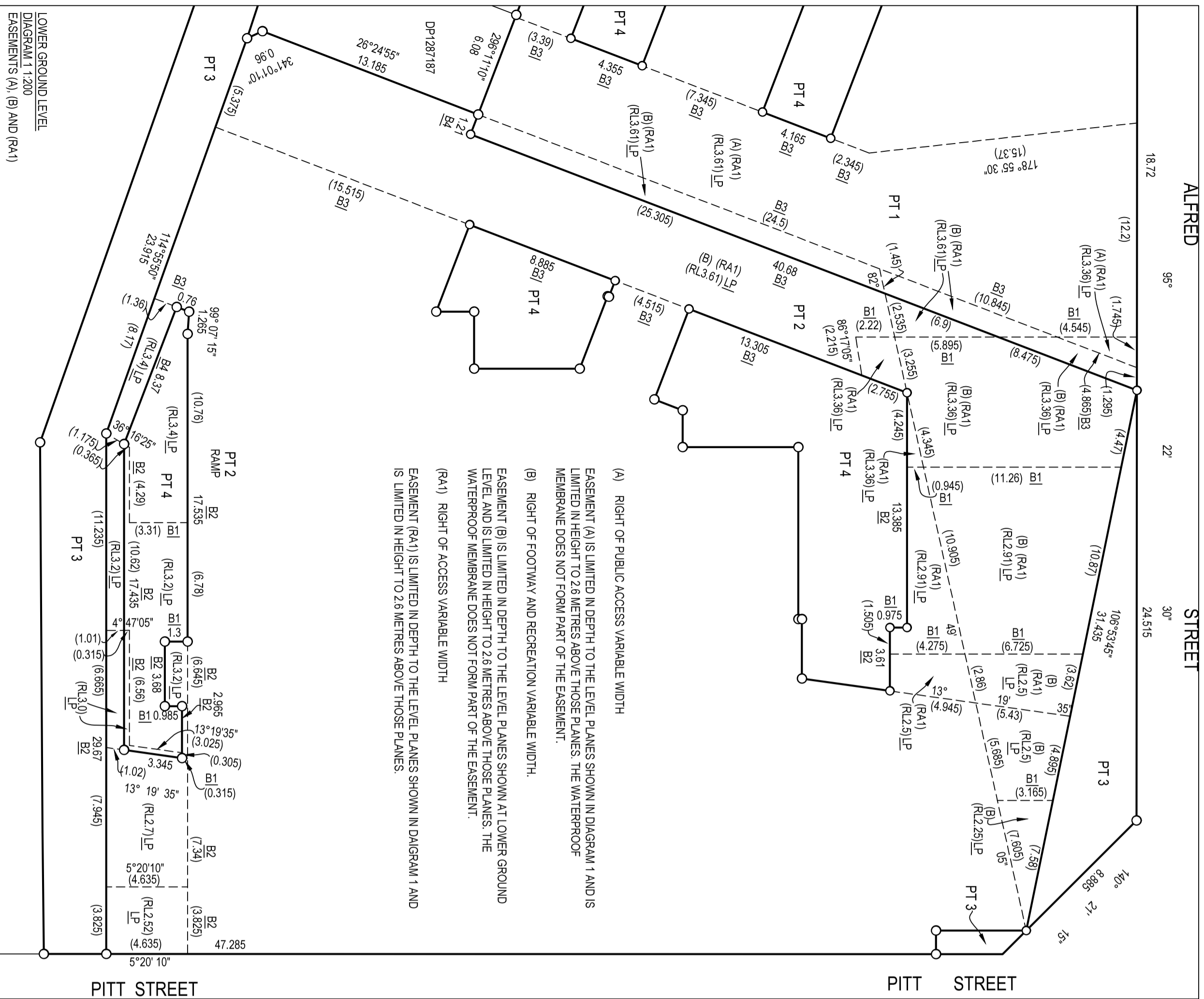
SURVEYOR	PATRICK JOHN WALSH
Name:	
Date:	24/12/2022
Reference:	1711 OCC STRATUM 01

PLAN OF SUBDIVISION OF LOT 8 IN DP1224258

LGA:	SYDNEY
Locality:	SYDNEY
Reduction Ratio:	1:200
Lengths are in metres	

Registered	23/05/2023
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**DP1290500**



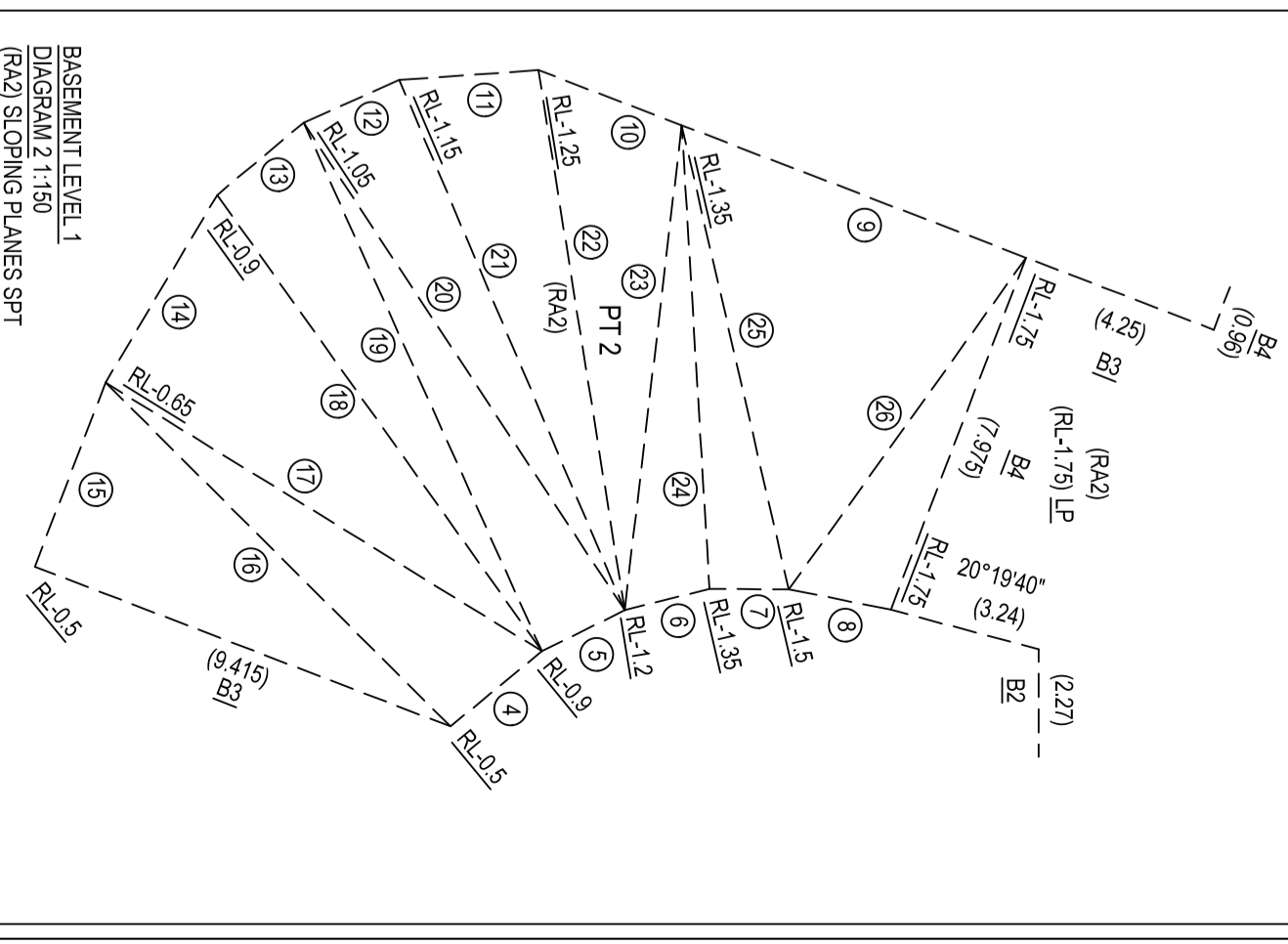
(A) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH  
 EASEMENT (A) IS LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN IN DIAGRAM 1 AND IS LIMITED IN HEIGHT TO 2.6 METRES ABOVE THOSE PLANES. THE WATERPROOF MEMBRANE DOES NOT FORM PART OF THE EASEMENT.

(B) RIGHT OF FOOTWAY AND RECREATION VARIABLE WIDTH;  
 EASEMENT (B) IS LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN AT LOWER GROUND LEVEL AND IS LIMITED IN HEIGHT TO 2.6 METRES ABOVE THOSE PLANES. THE WATERPROOF MEMBRANE DOES NOT FORM PART OF THE EASEMENT.

(RA1) RIGHT OF ACCESS VARIABLE WIDTH  
 EASEMENT (RA1) IS LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN IN DIAGRAM 1 AND IS LIMITED IN HEIGHT TO 2.6 METRES ABOVE THOSE PLANES.

No.	LINE REFERENCE	No.	LINE REFERENCE
4	145°54'25"	16	50°13'45"
5	158°59'40"	17	36°55'55"
6	171°11'30"	18	59°52'30"
7	186°40'10"	19	71°03'
8	196°35'40"	20	61°57'10"
9	26°21'10"	21	72°18'10"
10	26°21'10"	22	86°15'
11	1°17'50"	23	102°02'20"
12	341°18'15"	24	91°53'30"
13	325°22'35"	25	82°20'15"
14	306°05'05"	26	130°55'
15	296°21'10"		

(RA2) RIGHT OF ACCESS VARIABLE WIDTH  
 EASEMENT (RA2) SHOWN IN DIAGRAM 2 IS LIMITED IN DEPTH TO THE REGULAR SLOPING PLANES FORMED BY THE TRIANGLES WITH LEVELS AT THEIR CORNERS SHOWN RL..... AND IS LIMITED IN HEIGHT TO 2.6 METRES ABOVE THOSE PLANES.



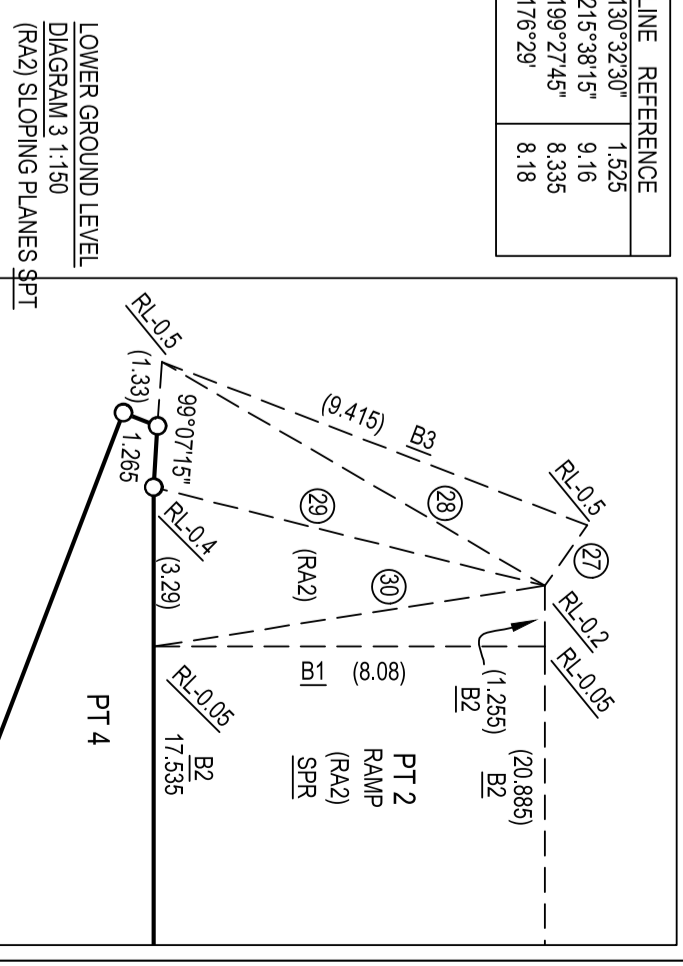
No.	LINE REFERENCE	No.	LINE REFERENCE
27	130°32'30"	1525	
28	215°38'15"	916	
29	199°27'45"	8335	
30	176°29'	818	

LP DENOTES LEVEL PLANE  
 SPR DENOTES REGULAR SLOPING PLANE BETWEEN THE LEVELS SHOWN RL.....  
 SPT DENOTES REGULAR SLOPING PLANE FORMED BY THE TRIANGLES WITH LEVELS AT THEIR CORNERS SHOWN RL.....

**NEW EASEMENTS AFFECTING THE WHOLE**

- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (LOTS AFFECTED: 1, 2, 4)
- EASEMENT FOR SERVICES (WHOLE OF LOT) (LOTS AFFECTED: 1, 2, 4)
- EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) (LOTS AFFECTED: 1, 2, 4)
- EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (LOTS AFFECTED: 1, 2, 4)

B1 DENOTES 5°19'40"  
 B2 DENOTES 95°19'40"  
 B3 DENOTES 26°21'10"  
 B4 DENOTES 116°21'10"




SURVEYOR Name: PATRICK JOHN WALSH  
 Date: 24/12/2022  
 Reference: 1711 OCC STRATUM 01

PLAN OF SUBDIVISION OF LOT 8 IN DP1224258


LGA: SYDNEY  
 Locality: SYDNEY  
 Reduction Ratio 1:200  
 Lengths are in metres

Registered  
 23/05/2023

DP1290500

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Registered :  23/05/2023 Title System : TORRENS	Office Use Only  <h1>DP1290500</h1>	Office Use Only
PLAN OF SUBDIVISION OF LOT 8 DP1224258	LGA: SYDNEY Locality: SYDNEY Parish: ST PHILIP County: CUMBERLAND	
<p style="text-align: center;"><b>Survey Certificate</b></p> I, <u>PATRICK JOHN WALSH</u> of <u>GEOSTRATA PO BOX 5195 GREENWICH NSW 2065</u> a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:  *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on <u>24/12/2022</u> , or *(b) <del>The part of the land shown in the plan (*being/*excluding</del> <sup>^</sup> ..... was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on....., the part not surveyed was compiled in accordance with that Regulation, or *(c) <del>The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</del>  Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / <del>*Steep Mountainous</del> Signature: <u>Patrick Walsh</u> Dated: <u>24/12/2022</u> Surveyor Identification No: 2151 Surveyor registered under the Surveying and Spatial Information Act 2002  * Strike out inappropriate words ^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></p> I ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature: ..... Date: ..... File Number: ..... Office: .....	Office Use Only
Plans used in preparation of survey/ <del>compilation</del> DP1224258 DP1287187	<p style="text-align: center;"><b>Subdivision Certificate</b></p> I, <u>CHRISTOPHER CORRADI</u> * Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>[Signature]</u> Registration Number: ..... Consent Authority: <u>THE COUNCIL OF THE CITY OF SYDNEY</u> Date of Endorsement: <u>26/04/2023</u> Subdivision Certificate number: <u>2023/3</u> File number: <u>5/2023/1</u>  * Strike through if inapplicable	
Surveyor's Reference: 1711 OCQ STRATUM 01	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.  If space is insufficient continue on PLAN FORM 6A Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 5 sheet(s)

Registered :  23/05/2023 PLAN OF SUBDIVISION OF LOT 8 DP1224258 Subdivision Certificate No: ..... Date of Endorsement: .....	Office Use Only <h1 style="margin: 0;">DP1290500</h1> Office Use Only This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>A Schedule of lots and addresses- See 60(c) SSI Regulation 2017.</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.</li> <li>Signatures and seals - see 195D Conveyancing Act 1919.</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:-

1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
2. EASEMENT FOR SERVICES (WHOLE OF LOT)
3. EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)
4. EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)
5. RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM)
6. POSITIVE COVENANT
7. RIGHT OF FOOTWAY AND RECREATION VARIABLE WIDTH (B) (LIMITED IN STRATUM)
8. POSITIVE COVENANT
9. RIGHT OF ACCESS VARIABLE WIDTH (RA1) (LIMITED IN STRATUM)
10. RIGHT OF ACCESS VARIABLE WIDTH (RA2) (LIMITED IN STRATUM)
11. RIGHT OF ACCESS VARIABLE WIDTH (RA3) (LIMITED IN STRATUM)
12. RIGHT OF ACCESS VARIABLE WIDTH (RA4) (LIMITED IN STRATUM)
13. EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LD1) (LIMITED IN STRATUM)
14. RIGHT TO USE LIFTS VARIABLE WIDTH (L1) (LIMITED IN STRATUM)
15. EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (LA1) (LIMITED IN STRATUM)
16. EASEMENT FOR MAINTENANCE AND ACCESS VARIABLE WIDTH (MA2) (LIMITED IN STRATUM)
17. POSITIVE COVENANT
18. RESTRICTION ON THE USE OF LAND

LOT	Street number	Street name	Street type	Locality
1	1	ALFRED	STREET	SYDNEY
2	1	PITT	STREET	SYDNEY
3	NO STREET ADDRESS - FUTURE ROAD			
4	3	ALFRED	STREET	SYDNEY

If space is insufficient use additional annexure sheets


SURVEYOR'S REFERENCE : 1711 OCQ STRATUM 01



PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered :  23/05/2023

Office Use Only

Office Use Only

DP1290500

PLAN OF SUBDIVISION OF LOT 8 DP1224258

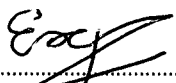
- This sheet is for the provision of the following information as required:
- A Schedule of lots and addresses- See 60(c) SSI Regulation 2017.
  - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
  - Signatures and seals - see 195D Conveyancing Act 1919.
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: .....

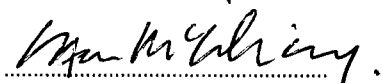
Date of Endorsement: .....

Signed sealed and delivered for LENDLEASE (GOLDFIELDS RESIDENTIAL) PTY LIMITED ACN 659 904 211

by its attorneys under power of attorney dated 9 August 2022 registered number 187 book number 4802 in the presence of



Signature of witness



Signature of attorney 1

Evguenni Kristenko

Name of witness (print)

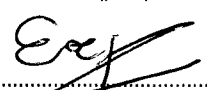
Level 14, Tower Three  
International Towers Sydney  
Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000

Steven McGillivray

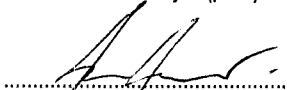
Name of attorney 1 (print)

Project Director

Position of attorney 1 (print)



Signature of witness



Signature of attorney 2

Evguenni Kristenko

Name of witness (print)

Level 14, Tower Three  
International Towers Sydney  
Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000

Jans Fraser


Name of attorney 2 (print)

Senior Development Manager

Position of attorney 2 (print)

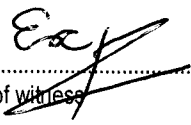
If space is insufficient use additional annexure sheets

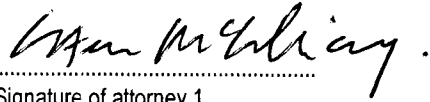
SURVEYOR'S REFERENCE : 1711 OCQ STRATUM 01

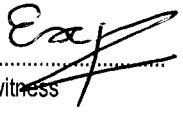
PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 5 sheet(s)
Registered :  23/05/2023	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 8 DP1224258		<b>DP1290500</b>
Subdivision Certificate No: ..... Date of Endorsement: .....		
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A Schedule of lots and addresses- See 60(c) SSI Regulation 2017.</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.</li><li>• Signatures and seals - see 195D Conveyancing Act 1919.</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>		

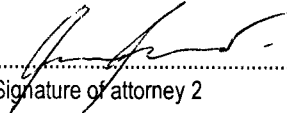
Signed sealed and delivered for **LENLEASE (GOLDFIELDS HOTEL) PTY LIMITED ACN 659 903 830**

by its attorneys under power of attorney dated 9 August 2022 registered number 186 book number 4802 in the presence of

  
Signature of witness  
**Evguenni Khristenko**  
Name of witness (print)  
Level 14, Tower Three  
International Towers Sydney  
Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000  
Address

  
Signature of attorney 1  
**Steven Mc Gillivray**  
Name of attorney 1 (print)  
Project Director  
Position of attorney 1 (print)

  
Signature of witness  
**Evguenni Khristenko**  
Name of witness (print)  
Level 14, Tower Three  
International Towers Sydney  
Exchange Place  
300 Barangaroo Avenue  
Barangaroo NSW 2000  
Address

  
Signature of attorney 2  
**Jans Fraser**  
Name of attorney 2 (print)  
Senior Development Manager  
Position of attorney 2 (print)


If space is insufficient use additional annexure sheets

SURVEYOR'S REFERENCE : 1711 OCQ STRATUM 01

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered :  23/05/2023

Office Use Only

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DP1290500

PLAN OF SUBDIVISION OF LOT 8 DP1224258

- This sheet is for the provision of the following information as required:
- A Schedule of lots and addresses- See 60(c) SSI Regulation 2017.
  - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
  - Signatures and seals - see 195D Conveyancing Act 1919.
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: .....

Date of Endorsement: .....

MORTGAGEE

Signed sealed and delivered for  
**CBA Corporate Services (NSW) Pty Ltd** ACN 072 765 434

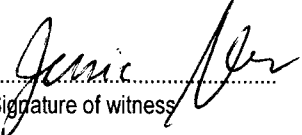
by its attorney under power of attorney

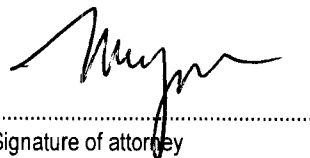
dated 26/11/2013

registered number 765

book number 4659

in the presence of

  
Signature of witness

  
Signature of attorney

Jessie McIvor  
Name of witness (print)  
Level 14, Tower Three  
International Towers Sydney  
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Barangaroo NSW 2000  
Address of witness (print)

NANETTE GAMBOA  
Name of attorney (print)  
DIRECTOR  
Position of attorney (print)

If space is insufficient use additional annexure sheets

SURVEYOR'S REFERENCE : 1711 OCQ STRATUM 01