



Lend Lease Circular Quay

Title and Easement Report

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Lend Lease Circular Quay

Title and Easement Report

Rygate Surveyors have been engaged by Lend Lease Development Pty Limited (LLD) to undertake a land surveyor's assessment of the several parcels of land which together comprise the site described in this report as the Lend Lease Circular Quay Site (LLCQ Site).

The scope of this land surveyor's assessment includes the following:

- a. Examination of the current certificates of title for each of the parcels of land forming the proposed LLCQ Site. These parcels include both lands currently under the control of LLD together with land currently under the control of others.
- b. Examination of the easements and restrictions noted on the certificates of title for each parcel forming the proposed LLCQ Site.
- c. Reviewing the proposed mechanism(s) as to how sites not currently under LLD's control, could be included in the proposed LLCQ development.
- d. Considering whether there are any aspects of the land and titles in items "a" and "b" above that, assuming the mechanisms in "c" are successfully implemented, could prevent the development of the LLCQ Site in accordance with the LLD Planning Proposal.

Our assessment is limited to existing matters (including easements and restrictions) recorded on the Certificates Title for each of the parcels of land comprising the LLCQ Site.

1. INTRODUCTION

A schedule of lots comprising the LLCQ Site is set out in Table 1 below.

Table 1 LLCQ Site land

Informal Description	Street Address	Lot and Deposited Plan	Registered Owner
The Pitt Street property	33-35 Pitt Street	Lot 7 DP 629694	Lend Lease (Circular Quay) Pty Limited
The George Street Property	182 George Street	Lot 182 DP 606865	Lend Lease (Circular Quay) Pty Limited
Jacksons on George	174-176A George Street	Lot 181 DP 606865	Lend Lease Development Pty Limited

Mirvac Triangle	Part of 200 George Street	<p>Lot 1 in DP 69466 and Lot 4 in DP 57434</p> <p>The part of the above lots to which the LLD planning proposal relates is referred to as Lot 2 and Road in the draft plan of subdivision Nov 13, 2012 (Issue 7) contained in the executed voluntary planning agreement (VPA) between the City of Sydney and Mirvac</p>	<p>Mirvac George Street Pty Limited (Mirvac).</p> <p>LLD proposed that Mirvac transfer the new Lot 2 and Road to the City of Sydney who will then transfer that land to LLD in return for an equivalent area of completed public realm</p> <p>LLD have advised Rygate the proposed mechanism for how the Mirvac Triangle is to be transferred and this process is described in section 6 of this assessment report.</p>
Crane Lane including walkway (aerial bridge)	Crane Lane extending east from George St, then north to Rugby Place	Lot 1 and 2 in DP 880891. Lot 1 is in stratum above Lot 2.	<p>City of Sydney</p> <p>LLD proposes that the City of Sydney transfer the land to LLD.</p> <p>LLD have advised Rygate the proposed mechanism for how Crane Lane is to be transferred and this process is described in section 6 of this assessment report.</p>
Rugby Club Optional Site (a potential site for inclusion in the LLCQ development)	Rugby Place	Lot 180 DP 606866	Wanda One Sydney Pty Ltd

Further information about landholdings

Jacksons on George

Presently, it is proposed that the existing building be retained, modified and adaptively reused, including the activation of the southern façade onto George Street Plaza and possibly the eastern façade at the Pitt Street laneway level.

Mirvac triangle

Mirvac is currently undertaking a development on adjoining land known as 200 George Street Sydney. Mirvac's development consent requires them to transfer ownership of a 'triangle' of land at the eastern extremity of the site to the City of Sydney for the purpose of a public square.

LLD proposes that the City transfer the Mirvac triangle (referred to as proposed Lot 2 in the Mirvac VPA draft plan of subdivision Nov 13, 2012 (Issue 7)) to LLD. The land will be included in the proposed LLCQ development as part of a land swap arrangement, the mechanism and details of which are to be covered in the LLD Planning Proposal and accompanying draft VPA.

No floor space ratio (FSR) will be generated from the triangle as the maximum FSR allowance has already been allocated to the 200 George Street tower.

Crane Lane

Crane Lane is a Council owned laneway. LLD wishes to incorporate Crane Lane in the development site and intends to generate FSR from the laneway, the mechanism and details of which are to be covered in the LLD Planning Proposal and VPA.

Council's land register denotes Crane Lane (Lot 2 DP 880891) as Operational Land.

Lot 1 DP 880891 comprises a walkway (footbridge) over Crane Lane. It is a stratum lot which sits within and is surrounded by Lot 2 DP880891 (i.e. Lot 2 extends above and below Lot 1). Presently, the footbridge is subject to a lease to St George Bank Limited (a division of WBC).

Rugby Club (Optional Site)

The Rugby Club site is identified in the LLD Planning Proposal as a 'potential site' only.

The site may or may not be included in the LLCQ site for gross floor area (GFA) purposes.

The proposed LLCQ Development

The proposed LLCQ development contemplates :

- Demolition of existing commercial office buildings at both 182 George Street and 33-35 Pitt Street (and potentially the Rugby Club) including (where relevant) the removal and disposal of any hazardous materials.
- The retention, modification and adaptive reuse of Jacksons on George,
- Site preparatory works including (where relevant):
 - the erection of hoardings and overhead protection structures;
 - remediation of any contamination to required standards;
 - undertaking of archaeological investigation and protection works; and

- augmentation and diversion of existing infrastructure services.
- The erection of a commercial office tower up to 248m in height and up to 70,000 sq m of GFA.
- Delivery of new public realm consisting of a public plaza on George Street and new interconnecting laneway extensions between Underwood Street and Rugby Place.
- The construction of shared laneway and plaza retail for the purpose of activating the new public realm.
- Internal traffic amendments to Rugby Place.

Land Title Details (See Annexures 1 and 2)

The LLCQ Site (excluding the Rugby Club site) contains 5 lots (including 2 stratum lots) and 2 part lots, being the land comprised in the following Certificates of Title:

1.1. Certificate of Title Folio Identifier 182/606865 (182 George Street)

Certificate of Title Folio Identifier 182/606865 describes the land in Lot 182 in DP606865, known as No.182 George Street, with an area of 1,124.6m².

1.2. Certificate of Title Folio Identifier 181/606865 (Jacksons on George, 174-176A George Street)

Certificate of Title Folio Identifier 181/606865 describes the land in Lot 181 in DP606865, known as No.174-176A George Street, with an area of 485.9m².

1.3. Certificate of Title Folio Identifier 7/629694 (33-35 Pitt Street)

Certificate of Title Folio Identifier 7/629694 describes the land in Lot 7 in DP629694, known as No.33-35 Pitt Street, with an area of 2,594m².

1.4. Certificate of Title Part Auto Consol 11042 -157 (Mirvac Triangle)

Part Auto Consol 11042-157 contains Sub Folios 11042-157A and 11042-157B which describe:

- Part of the land in Lot 1 DP69466.
- Part of the land in Lot 4 DP57434,

which together are referred to as the Mirvac Triangle with an approximate area of 218.9m²

1.5. Certificate of Title Folio Identifier 1/880891 (known as Crane Lane - Footbridge)

Certificate of Title Folio Identifier 1/880891 describes the land in Lot 1 DP880891, being a stratum lot containing a footbridge spanning Crane Lane, with an area of 9.4m².

1.6. Certificate of Title Folio Identifier 2/880891 (known as Crane Lane – Excluding Footbridge)

Certificate of Title Folio Identifier 2/880891 describes the land in Lot 2 DP880891, being a stratum lot containing the land known as Crane Lane, with an area of 167.2m².

1.7. Certificate of Title Folio Identifier 180/606866 (Rugby Club - Potential Site)

Certificate of Title Folio Identifier 180/606866 describes the land in Lot 180 DP606866, being The Rugby Club containing an area of 436m².

2. LLCQ Site Area

The total LLCQ Site area is approximately 4,600m² (excluding the Rugby Club site) as indicated in the following schedule:

Land	Lot	DP	Area
182 George Street	182	606865	1,124.6m ²
Jacksons on George	181	606865	485.9 m ²
31-35 Pitt Street	7	629694	2594 m ²
Crane Lane (Part)	1	880891	9.4 m ²
Crane Lane (Part)	2	880891	167.2 m ²
Mirvac Triangle			218.9 m ²
Total			4,600 m²
Potential land			
Rugby Club site	180	606865	436 m ²

Any future consolidation (of the 5 lots and 2 part lots) and redefinition of the external site boundaries may result in minor variations to the total site area. Minor changes are not considered material at the planning proposal stage.

3. Title and Easement Investigation (Burdening Easements) (See Annexure 1 – Figures 4, 5 and 6)

The aforementioned Certificates of Title record the following easements and restrictions **affecting** (i.e. burdening) the following land:

3.1. CT 182/606865 (182 George Street)

3.1.1. Transfer B450030 – Right of Way and Easement for Access of Light and Air. (See Figure 5, Diagram 1)

Name: Right of Way and Easement for Access of Light and Air

Benefitted:

- Lot 1 DP22080 – part of No.1 Alfred Street
- Lot 180 DP606866 – the Rugby Club
- Part Lot 1 DP537286 – No.19-31 Pitt Street

Terms: *Full rights to the free and uninterrupted access of light and air to the land hatched brown in the said plan annexed to the said Memorandum of Transfer 710 B432893, and full right and liberty for themselves their executors administrators and assigns as owners for the time being of the land comprised in the said Certificates of Title or either of such Certificates of Title and their tenants and servants and all other persons authorised by them from time to time and at all times hereafter at their will and pleasure to pass and repass with or without horses and other animals, carts, carriages, traction engines, motor cars and other vehicles laden or unladen over along the said land hatched brown in the said plan annexed.*

Comments: This easement is currently in use by the Rugby Club and No.1 Alfred Street, however No.19-31 Pitt Street does not have direct access to this easement. The proposed LLCQ development can be implemented without material impact on this existing right.

3.1.2. Transfer B450030 – Easement for Use of Stairway (See Figure 5, Diagram 1)

Name: The Easement for Use of Stairway

Benefitted:

- Lot 1 DP22080 – part of No.1 Alfred Street
- Lot 180 DP606866 – the Rugby Club
- Part Lot 1 DP537286 – No.19-31 Pitt Street

Terms: *Full and exclusive rights of user for themselves, their executors, administrators and assigns as owners for the time being of the land comprised in the residue of Certificates of Title Volume 3784 Folios 237 and 238 and Certificates of Title Volume 3784 Folios 235 and 236 or either of such residue of Certificates of Title Volume 3784 Folio 237 and 238 and Certificates of Title Volume 3784 Folio 235 and 236 and their tenants and servants and all other persons authorised by them from time to time and at all times hereafter at their will and pleasure over the stairway hatched green on the said plan annexed to the said Memorandum of Transfer.*

Comments: This easement is currently in use by the Rugby Club, however, No.1 Alfred Street and No.19-31 Pitt Street do not appear to have direct access to this easement.

The proposed LLCQ development can be implemented without material impact on this existing right.

3.1.3. DP606864 – Right of Footway (Limited in Height) (See Figure 5, Diagram 2)

Name: The Right of Footway 0.15 wide above a plane C-C-D-D limited to R.L.10.10: C being R.L.6.35 and D being R.L.6.08. (referred to firstly in DP606864)

Benefitted: Lot 181 DP606865 - No.174-176A George Street.

Terms: *Full and free right for every person who is at any time entitled to an estate or interest in possession of the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him to go pass and re-pass on foot at all times and for all purposes without animals or vehicle to and from the said dominant tenement or any such part thereof.*

Comments: This easement provides pedestrian access from Jacksons on George to the Right of Carriageway 9.65 wide and variable (**see 3.1.5 below**).

The proposed LLCQ development can be implemented without material impact on this existing right.

3.1.4. DP606864 – Easement for Projecting Brick Facia (Limited In Height) (See Figure 5, Diagrams 1 & 2)

Name: The Easement for Projecting Brick Facia 0.15 wide limited in height to R.L.11.5. (referred to secondly in DP606864)

Benefitted: Lot 181 DP606865 No.174-176A George Street.

Terms: *Full and free right for every person who is at any time entitled to an estate or interest in possession in Lot 181 in the abovementioned Plan or any part thereof with which the right shall be capable of enjoyment (herein called “the grantee”) and every person authorised by him to have brick facia projecting on the land shown as “Easement for projecting brick facia 0.15 wide limited in height to R.L. 11.5” in the abovementioned Plan together with the right for the grantee and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon Lot 182 in the abovementioned plan and to remain there for the purpose of inspecting, repairing, maintaining, or renewing any such projecting brick facia or any part thereof.*

Comments: This easement allows brick facia projecting from Jacksons on George to remain and be maintained within Lot 182 DP606865.

The proposed LLCQ development can be implemented without material impact on this existing right.

3.1.5. DP606865 - Rights of Carriageway (Limited in Height)

3.1.5.1. DP606865 - Right of Carriageway (Limited in Height) (See Figure 5, Diagram 1)

Name: The Right of Carriageway variable width limited in height to R.L.9.5 (referred to sixthly in DP606865)

Benefitted: Lot 181 DP606865 No.174-176A George Street.

Terms: *Full and free right for the body in whose favour this easement is created, and every person authorised by it, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both over the land indicated herein as the servient tenement. (Schedule 4A Conveyancing Act 1919)*

Comments: This easement provides access to the loading dock of Jacksons on George, however, there is no direct practical access from this easement to George Street or Pitt Street.

The proposed LLCQ development can be implemented without material impact on this right.

3.1.5.2. DP606865 - Right of Carriageway (Limited in Height) (See Figure 5, Diagram 1)

Name: The Right of Carriageway 9.65 wide and variable above a plane R-R-S-S limited in height to 5.5 above that plane: R being R.L.6.5 & S being R.L.3.8 (referred to eighthly in DP606865)

Benefitted:

- Lot 181 DP606865 No.174-176A George Street.
- Council of City of Sydney

Terms: *Full and free right for the Council of the City of Sydney and every person authorised by it to go, pass and repass at all times and for all purposes with or without animals, vehicles, or both over the land indicated herein as the servient tenement hereinafter referred to*

as “the said land” and it is the responsibility of the proprietors for the time being of Lot 182 to construct a pavement over the said land to the satisfaction of the Council of the City of Sydney and it is the responsibility of the proprietor of the said Lot 182 from time to time to maintain, cleanse and keep suitably lighted the said land to the satisfaction of the Council of the City of Sydney and excluding from the air space of this Right two overhanging columns in the northeast and northwestern corner of the Rights of Carriageway.

Comments: This easement provides Jacksons on George legal access to the loading dock and access along the southern side of Jacksons on George, together with access to Crane Lane (Lot 2 DP880891) for the City of Sydney.

The proposed LLCQ development can be implemented without material impact on this existing right.

3.1.5.3. DP606865 - Right of Carriageway (Limited in Height) (See Figure 5, Diagram 1)

Name: The Right of Carriageway 0.65 wide above a plane P-P-Q-Q limited in height to R.L.10.1: P-P being R.L.6.39 & Q-Q being R.L.5.6 (referred to ninthly in DP606865)

Benefitted:

- Lot 181 DP606865 No.174-176A George Street.
- Council of City of Sydney

Terms:

Full and free right for the Council of the City of Sydney and every person authorised by it to go, pass and repass at all times and for all purposes with or without animals, vehicles, or both over the land indicated herein as the servient tenement hereinafter referred to as “the said land” and it is the responsibility of the proprietor for the time being of Lot 182 to construct a pavement over the said land to the satisfaction of the Council of the City of Sydney and it is the responsibility of the proprietors of the said Lot 182 from time to time to maintain, cleanse and keep suitably lighted the said land to the satisfaction of the Council of the City of Sydney

Comments: This easement provides Jacksons and City of Sydney access to part of the southern side of Jacksons on George.

The proposed LLCQ development can be implemented with the consent of the City of Sydney (CoS) and LLD as owner of Jacksons on George.

3.1.6. DP606865 – Easement for Projecting Piers (Limited in Height) (See Figure 5, Diagrams 1 & 2)

Name: The Easement for Projecting Piers 0.15 wide limited in height to R.L.'s shown (referred to seventhly in DP606865)

Benefitted: Lot 181 DP606865 No.174-176A George Street.

Terms: *Full and free right for every person who is at any time entitled to an estate or interest in possession in Lot 181 in the abovementioned plan or any part thereof with which the right shall be capable of enjoyment (herein called “the grantee”) and every person authorised by him to have piers project on the land shown as “easements for projecting piers 0.15 wide limited in height to R.L.’s shown” in the abovementioned plan between the limits shown in the abovementioned plan together with the right for the grantee and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon Lot 182 in the abovementioned plan and to remain there for the purpose of inspecting, repairing, maintaining or renewing any such projecting piers or any part thereof.*

Comments: This easement allows piers projecting from Jacksons on George to remain and be maintained within Lot 182 DP606865.

The proposed LLCQ development can be implemented without material impact on this existing right.

3.1.7. DP606865 – Right of Footway (Limited in Height) (See Figure 5, Diagram 1)

Name: The Right of Footway 1.5 wide limited in height to R.L.6.5 (referred to tenthly in DP606865)

Benefitted: Lot 181 DP606865 No. 174-176A George Street.

Terms: *Full and free right for the body in whose favour this easement is created, and every person authorised by it, to go, pass and repass on foot at all times and for all purposes without animals or vehicles over the land indicated herein as the servient tenement. (Schedule 4A Conveyancing Act 1919)*

Comments: This easement provides pedestrian access to Jacksons on George within Lot 182 DP606865.

The proposed LLCQ development can be implemented without material impact on this existing right.

3.1.8. Lease S894138 – Lease of Substation Premises No.4216 & Right of Way (See Figure 4)

Name: Lease to the Sydney County Council of Substation Premises No.4216 with a Right of Way as Shown in the Plan

Benefitted: Ausgrid (formerly Sydney County Council).

Terms: *1. The Lessee shall have full right and liberty for its officers, servants, workman agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "Right of Way Variable Width (ground level)" on the plan hereto annexed marked "A" (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents, tenants or licensees is not unnecessarily impeded.*
2. The covenants and power implied in every Lease by virtue of Sections 84 and 85 of the Conveyancing Act 1919 shall not apply to or be implied in this Lease except insofar as the same or some part or parts thereof are included in the covenants hereinafter contained.

Comments: This a lease of an easement associated with Substation Premises No.4216 providing access to the Substation

The proposed LLCQ development can be implemented with the consent of Ausgrid in the context of a new supply authority agreement/lease. LLD have confirmed that consultation with Ausgrid regarding new supply arrangements has commenced (refer LLCQ infrastructure Assessment Report prepared by ARUP).

3.1.9. Caveat AF473195 (See Figure 4)

- Name:** Caveat
- Benefitted:** Valad Commercial Management Limited
ACN 101 802 046
- Terms:** *Interest as a grantee of rights to use and maintain pipes shown in the attached plan running through the land of the registered proprietor (vide Pipeline Licence 6 May 2009).*
- Comments:** Although not strictly an easement, this caveat and associated pipe licence seek to encumber Lot 182 DP606865 with restrictions similar to an easement.
- The proposed LLCQ development can be implemented without material impact on this existing right. LLD will consult with the owner of 1 Alfred Street as required.

3.2. CT 181/606865 (Jacksons on George, 174-176 George Street)

3.2.1. DP606865 – Easement for Footings (Limited in Height) (See Figure 5, Diagram 1)

- Name:** The Easement for Footings 1 wide below R.L.1.22 (referred to firstly in DP606865)
- Benefitted:** Lot 182 DP606865 No.182 George Street.
- Terms:** *Full and free right for every person who is at any time entitled to an estate or interest in possession in Lot 182 in the abovementioned plan or any part thereof with which the right shall be capable of enjoyment (herein called “the grantee”) and every person authorised by him to have footings with adequate support and foundation on the land shown as “Easement for footings 1 wide below R.L. 1.22” in the abovementioned plan between the limits shown in the abovementioned plan together with the right for the grantee and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon Lot 181 in the abovementioned plan and to remain there for the purpose of inspecting, repairing, maintaining or renewing any such footing or part thereof.*
- Comments:** This easement allows a footing supporting the building on No.182 George Street to remain and be maintained within Lot 181 DP606865.

The proposed LLCQ development can be implemented without material impact on this existing right.

3.2.2. DP606865 - Easements for Overhanging Vertical Ducts (Limited in Height) (See Figure 5, Diagram 1)

Name: Easement for Overhanging Vertical Ducts 1.7 wide above a plane H-H-J-J: H being R.L.16.2 & J being R.L.17.0 (referred to secondly in DP606865)

Benefitted: Lot 182 DP606865 No.182 George Street

Terms: *Full and free right for every person who is at any time entitled to the estate or interest in Lot 182 in the abovementioned plan or any part thereof with which the right shall be capable of enjoyment (herein called "the grantee") and every person authorised by him to have vertical duct overhang the land shown as "easement for overhanging vertical duct 1.7 wide above a plane H-H-J-J: H being R.L. 16.2 and J being R.L. 17.0" in the abovementioned plan between the limits shown in the abovementioned plan together with the right for the grantee and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon Lot 181 in the abovementioned plan and to remain there for the purpose of inspecting, cleansing, repairing, maintaining or renewing any such vertical overhanging duct or any part thereof.*

Comments: This easement allows overhanging vertical ducts projecting from the building on No.182 George Street to remain and be maintained within Lot 181 DP606865

The proposed LLCQ development can be implemented without material impact on this existing right.

Name: Easement for Overhanging Vertical Ducts 1.7 wide above a plane K-K-L-L: K being R.L.16.2 & L being R.L.17.0 (referred to thirdly in DP606865)

Benefitted: Lot 182 DP606865 No.182 George Street

Terms: *Full and free right for every person who is at any time entitled to the estate or interest in Lot 182 in the abovementioned plan or any part thereof with which the right shall be capable of enjoyment (herein called "the grantee") and every person authorised by him to have vertical duct overhang the land shown as "easement for overhanging vertical duct 1.7 wide*

above a plane K-K-L-L: K being R.L. 162.2 and L being R.L. 17.0" in the abovementioned plan between the limits shown in the abovementioned plan together with the right for the grantee and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon Lot 181 in the abovementioned plan and to remain there for the purpose of inspecting, cleansing, repairing maintaining or renewing any such vertical overhanging duct or any part thereof.

Comments: This easement allows overhanging vertical ducts projecting from the building on No.182 George Street to remain and be maintained within Lot 181 DP606865

The proposed LLCQ development can be implemented without material impact on this existing right.

Name: Easement for Overhanging Vertical Ducts 1.7 wide above a plane M-M-N-N: M being R.L.16.2 & N being R.L.17.0 (referred to fourthly in DP606865)

Benefitted: Lot 182 DP606865 No.182 George Street

Terms: *Full and free right for every person who is at any time entitled to the estate or interest in Lot 182 in the abovementioned plan or any part thereof with which the right shall be capable of enjoyment (herein called "the grantee") and every person authorised by him to have vertical duct overhang the land shown as "easement for overhanging vertical duct 1.7 wide above a plan M-M-N-N: M being R.L. 16.2 and N being R.L. 17.0" in the abovementioned plan between the limits shown in the abovementioned plan together with the right for the grantee and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon Lot 181 in the abovementioned plan and to remain there for the purpose of inspecting, cleansing, repairing, maintaining or renewing any such vertical overhanging duct or any part thereof.*

Comments: This easement allows overhanging vertical ducts projecting from the building on No.182 George Street to remain and be maintained within Lot 181 DP606865

The proposed LLCQ development can be implemented without material impact on this existing right.

3.2.3. DP606865 - Restriction(s) on the Use of Land
 (Limited in Height) (Whole of Lot 181)

Name: Restriction as to User above R.L.17.0 (referred to fifthly in DP606865)

Benefitted: Lot 182 DP606865 No.182 George Street

Terms: *Restriction as to user referred to in the abovementioned plan as "Restriction as to user above R.L 17.0" as to any new building or new structure or other works provided that this restriction shall not apply to the repair or maintenance or reinstatement or renovation of the existing building or existing structure presently erected upon Lot 181 in the abovementioned plan to R.L. 16.0 on the south side and R.L. 20.0 on the north side.*

Comments: This restriction limits the height of any new construction (other than maintenance and repair) on Lot 181 DP606865 to an upper limit of 17.0 metres above Standard Datum or 16.95 metres above Australian Height Datum.

The proposed LLCQ development can be implemented without material impact on this existing restriction.

3.3. CT 7/629694 (33-35 Pitt Street)

3.3.1. Transfer 437485 – Right of Way (See Figure 4)

Name: Right of Way

Benefitted: Lot 1 DP537286 No.19-31 Pitt Street

Terms: *Joint tenants, the survivors or survivor of them the executor administrators of such survivor his and their assigns or his or their or any of their tenant or tenants agents servants workmen and other persons authorised by or doing business with their or any such tenant or tenants full free and uninterrupted right and liberty with or without horses carts carriages or other vehicles from time to time by day or by night and at all times hereafter to enter upon go forward pass and repass through along and over all that piece of land containing an area of two porches by state in the Parish of Saint Phillip Cornby of Cumberland being part of the land comprised in Certificate of Title dated 9th day of August 1885 registered Volume 1626 Folio 106 as shown and delineated on the pro hereto annexed marked "A" and*

thereon coloured brown for the purpose and so that the said land together with the land comprised in the said paper for which bears even date herewith from the said Walter Russell Hall Kelso King and Thomas Henry Keigwin (hereinafter called transferees) to the said Fredrick Crane, Henry Ekins Crane, Alfred Crane and Walter George Crane (thereinafter called transferors) and being part of the land comprised in the said Certificate of Title dated 13 December 1889 registered Volume 947 Folio 213 may be used as a triangle right of way to land from Pitt Street Sydney aforesaid connecting with lands of the transferees and transferors respectively. And the transferors do and each of their doth hereby for themselves their heirs executors and administrators covenant and agree with the transferees their survivors or survivor of them or the executors and administrators of such survivor his and their assigns that they will from time to time as used on occasion shall require join with the transferees the survivors or survivor of them the executor administrators of such survivor his and their assigns in constructing and maintaining the said right of way with all materials and reparations necessary and proper for placing and keeping the same in a fit state for the use of horses drays carriages and foot passengers and of erecting and maintaining a proper and substantial gate at the Pitt street end of such right of way and will pay and contribute one half of the expense of such maintenance and reparations and it is hereby agreed that in case the transferees the survivors or survivor of them the executor administrators of such survivor his and their assigns shall on being served with fourteen days notice requiring him or them so to do refuse or neglect to join with the transferors the survivors or survivor of them the executor administrators of such survivor his and their assigns in constructing and repairing and maintaining the said right or in erecting and maintaining the said gate in good repair it shall be lawful for the transferors and the survivors or survivor of them the executor administrators of such survivor his or their assigns to construct recent repour and maintain the same and that one half of the cost of such construction erection reparations and is

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the survivors or survivor of them the executor administrators of such survivor his or their assigns provided also that the transferors the survivors or survivor of them the executor administrators of such survivor his or their assigns shall be entitled to keep a key of the said gate and to keep the same locked yet so as by no means to obstruct or interfere with the due and proper use of the said right of way by the transferees the survivors or survivor of them the executor administrators of such survivor his or their assigns and his on their or any of their tenants agents servants and workmen and

the persons lawfully using the land right of way according to the intent and meaning to these pretexts Provided that the transferors the survivors or survivor of them the executor administrators of such survivor his or their assigns may supply or give a key or keys of the said gate to any tenant or tenants or any other person or persons for the proper and lawful use of the said right of way Provided always and it is hereby initially declared and agreed that the transferors the survivors or survivor of them the executor administrators of such survivor his or their assigns shall not be at liberty to erect or construct any building or other structure over the said right of way without the consent in writing of the transferees survivors or survivor of them the executor administrators of such survivor his or their assigns.

Comments: This Right of Way provides access to No.19-31 Pitt Street over part of the subject land.

The proposed LLCQ development can be implemented without material impact on this existing right.

3.3.2. Transfer A809435 – Right of Way (See Figure 4)

Name: Right of Way

Benefitted:

- 180/606866 - Rugby Club
- Lot 182 DP606865 No.182 George Street
- Part Lot 1 DP537286 No.19-31 Pitt Street

Terms: *DO HEREBY transfer give and grant to the said Kelso King and Percy Vernon McCulloch (hereinafter called Transferees) their executors administrators and assigns (as the registered proprietor or proprietors of the lands comprised in the said Certificate of Title registered Volume 2878 Folio 107 and Volume 947 Folio 213 respectively) or their or any of their tenant or tenants agents servants, workmen or other person or persons authorised by or doing business with them or any such tenant or tenants full free and uninterrupted right and liberty with or without horses carts, carriages and other vehicles from time to time by day or night and at all times hereafter to enter upon go return pass and repass through along and over.*

Comments: This Right of Way provides access for No.33-35 Pitt Street, No.182 George Street, Rugby Club and No.19-31 Pitt Street over part of the subject land.

The proposed LLCQ development can be implemented without material impact on this existing right.

3.3.3. Lease W433494 – Lease of Substation Premises No.5655, Right of Way & Easement for Electricity Purposes (See Figure 4)

Name: Lease to the Sydney County Council of Substation Premises No.5655 and Jointing Room as Shown in Plan with W433494 Together with Right of Way & Easement for Electricity Purposes over other parts of the Land.

Benefitted: Ausgrid (formerly Sydney County Council).

Terms: *1. The Lessee shall have full right and liberty for its officers, servants, workmen, agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "Right of Way (1.83 Wide and Variable Width) (0.55 Wide)" on the plan hereto annexed marked "A" (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents, tenants or licensees is not unnecessarily impeded.*

2. The Lessee shall have full right liberty and license for its officer, servants, workmen, agents and contractors during the term hereby created to construct, lay down, dismantle, replace, repair, renew and maintain underground/overhead electricity cables through beneath or over the land marked "Easement for Electricity purposes (1.0 and 1.81 Wide)" on the plan hereto annexed marked "A" (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement.

Comments: This is a lease of an easement associated with Substation Premises No. 5655 providing access to the Substation

The proposed LLCQ development can be implemented with the consent of Ausgrid in the context of an new supply authority agreement/lease. LLD have confirmed that consultation with Ausgrid regarding new supply arrangements has commenced (refer LLCQ infrastructure Assessment Report prepared by ARUP).

3.4. Part Auto Consol 11042-157

No affecting easements noted on Title.

3.5. CT 1/880891 and CT 2/880891

No affecting easements noted on Titles.

3.6. 180/606866 (Rugby Club - Potential Site)

3.6.1. Transfer A809434 – Right of Way (See Figure 4)

Name: Right of Way

Benefitted: Lot 1 DP537286 No.19-31 Pitt Street, Lot 7 DP629694 No.33-35 Pitt Street

Terms: *WE, KELSO KING of Sydney Underwriter and PERCY VERNON McCULLOCH of Sydney Solicitor (hereinafter called transferors) being registered as the proprietors of an estate in fee simple as joint tenants in the land hereinafter described subject however to such encumbrances liens and interests as are notified hereunder in consideration of a Transfer of even date herewith of a right of way to us by Frederick Crane Henry Ekins, Crane Alfred Crane and Walter George Crane over that piece of land colored Blue on the plan annexed hereto being part of the land comprised in Certificate of Title registered Volume 1751 Folio136 DO HEREBY transfer give and grant to the said Frederick Crane Henry Ekins Crane Alfred Crane and Walter George Crane (hereinafter called transferees) their executors administrators and assigns (as the registered proprietor or proprietors of the land comprised in the said Certificate of Title registered Volume 1751 Folio 136) or their or any of their or tenants agents servants workmen or other person or persons authorised by or doing business with them or any such tenant or tenants full free and uninterrupted right and liberty with or without horses carts carriages and other vehicles from time to time by day or night and at all times hereafter to enter upon go return pass and repass through along and over ALL THAT piece of land situate in the Parish of St Phillip County of Cumberland being part of the land contained in Certificate of Title dated 23rd September 1918 registered Volume 2878 Folio 10 and also being part of the land contain in Certificate of Title dated 13th November 1889 registered Volume 947 Folio 213 and being the whole of the land coloured Pink in the said plan annexed hereto FOR the purposes and so that the said land shown on the said plan and colored Blue and Pink respectively may be used together as a private right of way (and as an extension of the rights of way granted by Memoranda of Transfers registered as Numbers 434985 and 437485 respectively) to and from Pitt Street in the City of Sydney in connection with the lands of the Transferees and Transferors respectively AND the Transferors do hereby for themselves*

their heirs executors administrators and assigns covenant and agree with the Transferees their executors administrators and assigns (but not so as to render the said Transferors personally liable but only to bind the owner or owners for the time being of the land contained in the said Certificate of Title registered Volume 2878 Folio 107 and Volume 947 Folio 213 respectively) that they will time to time as need or occasion shall require join with the Transferees their executors administrators and assigns in constructing and maintaining the said right of way with all materials and ions necessary and proper for placing and keeping the same in a fit state for the use of horses drays carriages and foot passengers and of erecting and maintaining a proper and substantial gate at the Western end of such right of way AND will pay and contribute one half of the expense of such maintenance and reparations AND IT IS HEREBY AGREED that in case the Transferees or the survivors or survivor of them or the executors or administrators of such survivor their or his assigns shall on being served with fourteen days notice requiring them or him so to do refuse or neglect to join with the transferors or the survivor of them or the executors or administrators of such survivor their or his assigns in constructing repairing and maintaining the said right of way or in erecting and maintaining the said gate in good repair it shall be lawful for the transferors or the survivor of them or the executors or administrators of such survivor their or his assigns to construct erect repair and maintain the same and that one half of the cost of such construction erection reparation and maintenance shall on demand thereof be repaid by the Transferees or the survivors or survivor of them or the executors or administrators of such survivor their or his assigns to the Transferors or the survivor of them or the executors or administrators of such survivor their or his assigns PROVIDED ALSO that the Transferors or the survivor of them or the executors administrators of such survivor their or his assigns shall be entitled to keep a key of the said gate and to keep the same locked yet so as by no means to obstruct or interfere with the due and proper use of the said right of way by the Transferees or the survivors or survivor of them or the executors or administrators of such survivor their or his assigns and their and his respective tenants agents servants and workmen and other persons lawfully using the said right of way according to the intent and meaning of these presents PROVIDED that the Transferors the survivor of them the executors or administrators of such survivor their or his assigns may supply or give a key or keys of the said gate to any tenant or tenants or any other person or persons for the proper and lawful user of the said right of way PROVIDED ALWAYS and it is mutually declared and agreed that the Transferors the survivor of them the executors or administrators of such survivor, their or his assigns shall not be at liberty to erect or construct any building or other structure over the said right of way without the consent in writing of the Transferees or the survivors or survivors of them or the executors or administrators of such survivor their or his assigns

Comments: This Right of Way provides access for No.33-35 Pitt Street and No.19-31 Pitt Street over part of the subject land.

The proposed LLCQ development can be implemented without material impact on this existing right.

3.6.2. Transfer F782875 – Right of Carriageway (See Figure 4)

Name: Right of Carriageway

Benefitted: Lot 1 DP220830 No.1 Alfred Street (Goldfields House), Lot 1 DP537286 No.19-31 Pitt Street, Lot 7 DP629694 No.33-35 Pitt Street

Terms: *And the transferee covenants with the transferor TOGETHER WITH a right of carriage way a in common with the Transferor and all other persons now or hereafter entitled thereto – as appurtenant to the lands hereby transferred over (a) all that piece of land as shown in the said annexed plan and therein coloured brown and being part of the land in Certificate of Title Volume 4151 Folio 77 and (b) over all that piece of land as shown in (blacked out) annexed plan and therein coloured pink and being part of the (blacked out) Certificate of Title Volume 4151 Folio 78 PROVIDED ALWAYS the (blacked out) rights of carriage way are expressly granted subject to the (blacked out) ditions of instruments numbers A809434 and A809435 as noted on Certificate of Title Volume 4151 Folio 77 and numbers 434985 and 437485 as noted on Certificate of Title Volume 4151 Folio 78 and (b) the Transferee shall and hereby covenants with the Transferor to pay to the Transferor demand the Transferee’s due proportion not exceeding one third the costs and expenses to the Transferor of the necessary upkeep, maintenance and repair of such rights of carriage way AND TOGETHER WITH full right and liberty as appurtenant to the lands hereby transferred for the Transferee to use all that piece of land shown on the said annexed plan and therein coloured green upon which is erected the northern half of a brickwall of dimensions shown in the said plan which wall shall be deemed to be used and maintained as a party wall between Lot 1 and Lots 2 and 3 on the said annexed plan PROVIDED that firstly such right of used shall be limited in its duration until such time as the Transferee shall demolish the building or buildings adjoining the said party wall on the north and relying thereon for support or until such time as the Transferee Shall erect on that part of the lands hereby transferred adjoining the said land shown on the said annexed plan and therein coloured green a separate wall for the*

support of the said building or buildings or any other building or buildings to be erected on the land hereby transferred whichever event shall first happen, secondly and the transferor and the Transferee hereby mutually covenant and agree with the other of them that the said party wall shall be maintained and repaired at the joint expense of the Transferor and the Transferee, thirdly nothing herein contained shall be deemed to limit or affect the right of the Transferor at any time or times hereafter to extend the said wall above its present height and/or use the same whether extended or not for any purpose or purposes for which the Transferor may deem fit and fourthly the Transferee covenants with the Transferor that the Transferee shall make good all damage as may arise by reason of its user of the said party (blacked out) out of or caused by the (blacked out) adjoining same as aforesaid and (blacked out) in the erection by the Transferee (blacked out) support of the said building or buildings or any other building or buildings to be erected on the lands hereby transferred.

Comments: This Right of Carriageway provides access for No.1 Alfred Street (Goldfields House), No.33-35 Pitt Street and No.19-31 Pitt Street over part of the subject land.

The proposed LLCQ development can be implemented without material impact on this existing right.

3.6.3. Transfer F785388 – Right of Carriageway (See Figure 4)

Name: Right of Carriageway

Benefitted: Lot 1 DP537286 No.19-31 Pitt Street, Lot 7 DP629694 No.33-35 Pitt Street and Lot 182 DP606865 No.182 George Street.

Terms: *Excepting and reserving unto the Transferor as appurtenant to the land comprised in the Certificates of Title Volume 4151 Folios 76 and 78 a right of carriage way over all that piece of land shown on the plan and annexed hereto marked "A" and therein coloured brown subject nevertheless to terms and conditions contained in the instruments number A809434 and A809435 provided always and it is hereby agreed that the transferor covenants with the transferee that it will pay to the transferee on demand its due proportion (not exceeding one-third) of the cost and expense to the transferee of the necessary upkeep maintenance and repair of the said right of carriage way TOGETHER WITH a right of carriage way as appurtenant to the land hereby transferred over all that piece of land shown on the said annexed plan and therein coloured pink and being part of*

the land comprised in Certificate of Title Volume 4151 Folio 78 subject nevertheless to the terms and conditions of instruments numbers 434985 and 437485 as listed on Certificate of Title Volume 4151 Folio 78 provided always and it is hereby agreed that the transferee covenants with the transferor that it will pay to the transferor on demand its due proportion (not exceeding one-third) of the costs and expense to the transferor of the necessary upkeep maintenance and repair of the said right of carriage way.

Comments: This Right of Carriageway provides access for No.19-31 Pitt Street, No.33-35 Pitt Street and No.182 George Street over part of the subject land.

The proposed LLCQ development can be implemented without material impact on this existing right.

3.6.4. Transfer G379312 – Right of Lay and Use Underground Water Pipes (See Figure 4)

Name: Right of Lay And Use Underground Water Pipes

Benefitted: Lot 1 DP220830 No.1 Alfred Street (Goldfields House), Lot 1 DP537286 No.19-31 Pitt Street

Terms: *full and free right as appurtenant to the land comprised in Certificates of Title Volume 4151 Folio 76 and Volume 6745 Folio 241 to construct place lay and forever use and maintain a line of underground water pipes in through and under That piece of land delineated on the plan on Certificate of Title described in the above, Schedule (Volume 6740 Folio 224) and thereon coloured purple (hereinafter called “the subject land”) for the purpose of conveying and carrying water to the land comprised in the said Certificate of Title Volume 4151 Folio 76 and Volume 6745 Folio 241 AND for that purpose to remove and carry away all or any of the clay gravel stones and earth which shall be taken out of the subject land and/or to use all or any part thereof in the constructing placing and laying of the said line of underground water pipes TOGETHER WITH FULL AND FREE RIGHT AND LIBERTY after due notice to the Transferor from time to time and at all times to inspect the condition of and to open up cleanse maintain mend repair renew reconstruct and/or re-lay the said line of water pipes or any part or parts thereof underground and for such purposes or any of them at all reasonable times with surveyors workmen horses carts motor vehicles materials machinery and implements and other persons and things to enter into and upon the subject land and to remove and carry away and/or use as aforesaid all or any*

of the clay sand gravel stones and earth which shall be taken out of the subject land PROVIDED HOWEVER that the Transferee in the exercise of the rights hereby transferred shall not prevent or interfere with the user of the subject land by the Transferor and/or persons having such a similar right and shall after completing the laying of the said line of underground water pipes and/or the opening up cleansing maintaining mending repairing renewing reconstructing and/or relaying thereof as aforesaid make good all damage or disturbances which may be caused to the subject land and shall restore the subject land to its former condition or as near thereto as shall be reasonably possible and to the satisfaction of the Transferor AND the Transferee hereby covenants with the Transferor that the Transferee will at all time indemnify and keep indemnified the Transferor from and against all actions proceedings costs claims and demands whatsoever arising out of the exercise or performance by the Transferee of all or any of the rights and liberties granted to the Transferee by the Transferor hereunder

Comments: This Easement gives No.1 Alfred Street (Goldfields House), 19-31 Pitt Street the right to lay, use and maintain underground water pipes within part of the subject land.

The proposed LLCQ development can be implemented without material impact on this existing right.

4. Title and Easement Investigation (Benefitting Easements Affecting Lands External to the Site)

The aforementioned Certificates of Title contain the following easements, rights and restrictions **appurtenant** to the subject land which burden external land:

4.1. CT 7/629694 (31-33 Pitt Street)

4.1.1. Transfer 434985 – Right of Way (See Figure 6, Diagram 3)

Name: Right of Way

Burdened: Lot 1 DP537286 No.19-31 Pitt Street

Terms: *For the purpose and so that this land together with the land comprised in the said transfer which bears even date herewith from the said Fredrick Crane, Henry Ekins Crane, Alfred Crane and Walker – George Crane (frequently called “transferees”) to the said Walter Russell Hall, Kelso King and Thomas Henry Keigwin (hereinafter called “transferors”) and being part of the land comprised in the said Certificate of site dated 9 August 1905 registered volume 7626 Folio 705 may be used as a*

private Right of Way to and from Pitt Street in the City of Sydney connection with lands of the transferees and transferors respectively. And the transferors do hereby for themselves their heirs executors and administrators covenant and agree with the transferees their executors administrators and assigns that they will from time to time as need or occasion shall require join with the transferees their heirs executors administrators and assigns in constructing and maintaining the said Right of Way with all materials and reparations necessary and proper for placing and keeping the same in a fit state for the use of horses drays carriages and foot passengers and of erecting and maintaining a proper and substantial Gate at the Pitt street end of such Right of Way and will pay and contribute one half of the expense of new maintenance and separations and it is hereby agreed that in case the transferees or the survivors or survivor of theirs or the executors or administrators of such survivor their or his assigns shall on being served with fourteen days notice requiring them or him so to do refuse or request to join with the transferors or the survivors or survivor of them or the executors or administrators of such survivor heir or his assigns in constructing repairing and maintaining the said Right of Way or is acting and maintaining the said gate in good repair it shall be lawful for the transferors or the survivors or survivor of them or the executors or administrators or such survivors heir or his assigns to construct and repair and maintain the same and that one half the cost of such construction erection reparation and maintenance shall on demand thereof be repaid by the transferees or the survivors or survivor of them or the executors or administrators or such survivor heirs or his assigns to the transferors or the survivors or survivor of them or the executors or administrators or such survivor heirs or his assigns

Provided also that the transferors or the survivors or survivor of them or the executors or administrators of such survivor heir or his assigns shall be entitled to keep a key of the said gate and to keep the same locked yet so as by no means to obstruct or interfere due and proper use of the said Right of Way by the by the transferees or the survivors or survivor of them or the executors or administrative of such survivor heir or his assigns and heir and his respective tenants agents servants and workmen and other persons lawfully using the said Right of Ways according to the interest and meaning of these presents provided that the transferors the survivors or survivor of them the executors or administrative of such survivors heir or his assigns may supply or give a key or keys of the said gate to any tenant or tenants or any other person or persons for the proper and lawful use of the said Right of Way Provided always and it is mutually declared and agreed that

(the last 3 lines of this instrument are not readily legible)

Comments: This Right of Way provides access for No.33-35 Pitt Street over part of No.19-31 Pitt Street

The proposed LLCQ development can be implemented without material impact on this existing right.

4.1.2. Transfer A809434 (See Figure 6, Diagram 3)

Name: Right of Way

Burdened: Lot 1 DP537286 No.19-31 Pitt Street

Terms: *WE, KELSO KING of Sydney Underwriter and PERCY VERNON McCULLOCH of Sydney Solicitor (hereinafter called transferors) being registered as the proprietors of an estate in fee simple as joint tenants in the land hereinafter described subject however to such encumbrances liens and interests as are notified hereunder in consideration of a Transfer of even date herewith of a right^{of} way to us by Frederick Crane Henry Ekins, Crane Alfred Crane and Walter George Crane over that piece of land colored Blue on the plan annexed hereto being part of the land comprised in Certificate of Title registered Volume 1751 Folio136 DO HEREBY transfer give and grant to the said Frederick Crane Henry Ekins Crane Alfred Crane and Walter George Crane (hereinafter called transferees) their executors administrators and assigns (as the registered proprietor or proprietors of the land comprised in the said Certificate of Title registered Volume 1751 Folio 136) or their or any of their tenant or tenants agents servants workmen or other person or persons authorised by or doing business with them or any such tenant or tenants full free and uninterrupted right and liberty with or without horses carts carriages and other vehicles from time to time by day or night and at all times hereafter to enter upon go return pass and repass through along and over ALL THAT piece of land situate in the Parish of St Phillip County of Cumberland being part of the land contained in Certificate of Title dated 23rd September 1918 registered Volume 2878 Folio 10 and also being part of the land contain in Certificate of Title dated 13th November 1889 registered Volume 947 folio 213 and being the whole of the land coloured Pink in the said plan annexed hereto FOR the purposes and so that the said land shown on the said plan and colored Blue and Pink respectively may be used together as a private right of way (and as an extension of the rights of way granted by Memoranda of Transfers registered as Numbers 434985 and 437485 respectively) to and from Pitt Street in the City of Sydney in connection with the lands of the Transferees and Transferors respectively AND the Transferors do hereby for themselves their heirs executors administrators and assigns covenant and agree*

with the Transferees their executors administrators and assigns (but not so as to render the said Transferors personally liable but only to bind the owner or owners for the time being of the land contained in the said Certificate of Title registered Volume 2878 Folio 107 and Volume 947 Folio 213 respectively) that they will time to time as need or occasion shall require join with the Transferees their executors administrators and assigns in constructing and maintaining the said right of way with all materials and ions necessary and proper for placing and keeping the same in a fit state for the use of horses drays carriages and foot passengers and of erecting and maintaining a proper and substantial gate at the Western end of such right of way AND will pay and contribute one half of the expense of such maintenance and reparations AND IT IS HEREBY AGREED that in case the Transferees or the survivors or survivor of them or the executors or administrators of such survivor their or his assigns shall on being served with fourteen days notice requiring them or him so to do refuse or neglect to join with the transferors or the survivor of them or the executors or administrators of such survivor their or his assigns in constructing repairing and maintaining the said right of way or in erecting and maintaining the said gate in good repair it shall be lawful for the transferors or the survivor of them or the executors or administrators of such survivor their or his assigns to construct erect repair and maintain the same and that one half of the cost of such construction erection reparation and maintenance shall on demand thereof be repaid by the Transferees or the survivors or survivor of them or the executors or administrators of such survivor their or his assigns to the Transferors or the survivor of them or the executors or administrators of such survivor their or his assigns PROVIDED ALSO that the Transferors or the survivor of them or the executors administrators of such survivor their or his assigns shall be entitled to keep a key of the said gate and to keep the same locked yet so as by no means to obstruct or interfere with the due and proper use of the said right of way by the Transferees or the survivors or survivor of them or the executors or administrators of such survivor their or his assigns and their and his respective tenants agents servants and workmen and other persons lawfully using the said right of way according to intent and meaning of these presents PROVIDED that the Transferors the survivor of them the executors or administrators of such survivor their or his assigns may supply or give a key or keys of the said gate to any tenant or tenants or any other person or persons for the proper and lawful user of the said right of way PROVIDED ALWAYS and it is mutually declared and agreed that the Transferors the survivor of them the executors or administrators of such survivor, their or his assigns shall not be at liberty to erect or construct any building or other structure over the said right of way without the consent in writing of the Transferees or the survivors or survivors of them or the executors or administrators of such survivor their or his assigns

Comments: This Right of Way provides access for No.33-35 Pitt Street over part of No.19-31 Pitt Street

The proposed LLCQ development can be implemented without material impact on this existing right.

4.2. 180/606866 (Rugby Club - Potential Site)

4.2.1. Transfer F785388 – Right of Carriageway (See Figure 6, Diagram 3)

Name: Right of Carriageway

Burdened: Lot 1 DP537286 No.19-31 Pitt Street, Lot 7 DP629694 No.33-35 Pitt Street

Terms: *Expecting and reserving unto the Transferor as appurtenant to the land comprised in Certificate of Title Volume 4151 Folios 76 and 78 a right of carriageway over all that piece of land shown on the plan annexed hereto marked "A" and therein coloured brown subject nevertheless to the terms and conditions contained in instruments numbers A 809434 and A 809435 provided always and it is hereby agreed that the transferor covenants with the transferee that it will pay to the transferee on demand its due proportion (not exceeding one-third) of the cost and expense to the transferee of the necessary upkeep maintenance and repair of the said right of carriage way TOGETHER WITH a right of carriageway as appurtenant to the land hereby transferred over all that piece of land shown on the said annexed plan and therein coloured pink and being part of the land comprised in Certificate of Title Volume 4151 Folio 78 subject nevertheless to the terms and conditions of instruments annexed 434985 and 437485 as listed on Certificate of Title Volume 4151 Folio 78 provided always and it is hereby agreed that the transferor covenants with the transferor that it will pay to the transferor on demand its due proportion (not exceeding one-third) of the costs and expenses to the transferor of the necessary upkeep maintenance and repair of the said right of carriageway.*

Comments: This Right of Way provides access for the Rugby Club over part of No.19-31 Pitt Street

The proposed LLCQ development can be implemented without material impact on this existing right.

4.2.2. Transfer – G368589 – Easement (See Figure 6, Diagram 4)

Name: Easement
(Use & maintenance of underground water pipes)

Burdened: Lot 1 DP537286 No.19-31 Pitt Street

Terms: *full and free right as appurtenant to the land comprised in Certificate of Title Volume 6740 Folio 224 to construct place lay and forever use and maintain a line of underground water pipes in through and under That piece of land delineated on the plan on the Certificate of Title described in the above Schedule and thereon coloured brown and pink (hereinafter called "the subject land") for the purpose of conveying and carrying water to the land comprised in Certificate of Title Volume 5740 Folio 224 AND for that purpose to remove and carry away all or any of the clay gravel stones and earth which shall be taken out of the subject land and/or to use all or any part thereof in the constructing placing and laying of the said line of underground water pipes TOGETHER WITH FULL AND FREE RIGHT AND LIBERTY after due notice to the Transferor from time to time and at all times to inspect the condition of and to open up cleanse maintain mend repair renew reconstruct and/or re—lay the said line of water pipes or any part or parts thereof underground and for such purposes or any of them at all reasonable times with surveyors workmen horses carts motor vehicles materials machinery and implements and other persons and things to enter into and upon the subject land and to remove and carry away and/or use as aforesaid all or any of the clay sand gravel stones and earth which shall be taken out of the subject land PROVIDED HOWEVER that the Transferee in the exercise of the rights hereby transferred shall not prevent or interfere with the user of the subject land by the transferor and/or persons having such a similar right and shall after completing the laying of the said line of underground Water pipes of the opening up cleansing maintaining mending repairing renewing reconstructing and/or relaying thereof as aforesaid make good all damage or disturbances which may be caused to the subject land and shall restore the subject land to its former condition or as near thereto as shall be reasonably possible and to the satisfaction of the transferor and the Transferee hereby covenants with the Transferor that the Transferee will at all times indemnify and keep identified the transferor from and against all actions proceedings costs claims and demands whatsoever arising out of the exercise or performance by the Transferee of all or any of the rights To liberties granted to the Transferee by the Transferor hereuntil.*

Comments: This Easement provides Rugby Club with a right to use and maintain underground water pipes within part of No.19-31 Pitt Street

The proposed LLCQ development can be implemented without material impact on this existing right.

5. General concerning the existing Affecting Easements

5.1. Easements Which Can Be Released Without requiring the Consent of any other person

If the aforementioned 5 lots and 2 part Lots were to be consolidated into a single Title the following easements and restrictions could be released, as there would be common ownership of the burdened and benefitted lands:

- 5.1.1. DP606864 Right of Footway (Limited in Height) – 3.1.3
- 5.1.2. DP606864 Easement for Projecting Brick Facia (Limited in Height) – 3.1.4
- 5.1.3. DP606865 Rights of Carriageway (Limited in Height) – 3.1.5, in so far as they relate to Lot 181 DP606865 (Jacksons on George)
- 5.1.4. DP606865 Easement for Projecting Piers (Limited in Height) – 3.1.6
- 5.1.5. DP606865 Right of Footway (Limited in Height) – 3.1.7
- 5.1.6. DP606865 Easement for Footings (Limited in Height) – 3.2.1
- 5.1.7. DP606865 Easements for Overhanging Vertical Ducts (Limited in Height) – 3.2.2
- 5.1.8. DP606865 Restriction(s) on the Use of Land – 3.2.3

Therefore, the proposed LLCQ development can be implemented without material impact on these existing rights.

6. Proposed mechanism for including the Mirvac Triangle in the proposed LLCQ Development

The following section outlines how LLD proposes bringing the Mirvac Triangle into the LLCQ Site and proposed LLCQ development.

6.1. Context

In February 2013, Mirvac Projects Pty Ltd (**Mirvac**) was granted development consent to construct a commercial office building on land adjacent to the proposed LLCQ development at 199-194A, 196-208 George Street, 4 Dalley Street and 1 Underwood Street in Sydney (**Mirvac Development**).

- Development consent for the Mirvac Development was granted subject to conditions. Condition (2A) of Schedule 1A states that:
 - The Voluntary Planning Agreement, as executed, must be registered on the title of all land prior to any above ground works commencing.
- On 13 February 2013 **Mirvac** (plus 2 related entities) and the City of Sydney (CoS) executed a Voluntary Planning Agreement (**Mirvac VPA**).

- A title search confirms that a copy of the **Mirvac VPA** (executed by all parties) has been registered on title in accordance with Condition (2A).
- Relevantly, the **Mirvac VPA**:
 - requires **Mirvac** to dedicate a triangular parcel of land (comprised of land defined as 'Public Plaza' and 'Land for Roads') to CoS (**Mirvac Triangle**);
 - to carry out certain prescribed works on the **Mirvac Triangle** before it is dedicated to CoS. These works are referred to as the 'Developer's Works'; and
 - specifies that the **Mirvac Triangle** must be dedicated to CoS prior to the issue of the first Interim Occupation Certificate for the Mirvac Development.

6.1.1. Proposed 'land swap'

As part of its objective to achieve a commercially viable Proposed Development, LLD needs to acquire the 'Public Plaza' portion of the Mirvac Triangle. It also requires access to the 'Land for Roads' portion to enable it to construct the basement for the LLD Proposed Development.

In terms of timing, LLD requires certainty that:

- it can acquire the rights to the land when the Sydney Local Environmental Plan (SLEP) is amended pursuant to the LLD Planning Proposal (discussed below); and
- it can obtain access to the land by the time it proposes to commence demolition works for the purposes of the proposed LLCQ development (in late 2015).

LLD have had ongoing discussions with CoS since late 2012 regarding its proposed strategy to acquire the Mirvac Triangle.

6.1.2. Dealing with the Public Plaza Land

As noted above, the Mirvac VPA requires Mirvac to carry out works on the Mirvac Triangle and to dedicate it to CoS as a precondition of it obtaining its first Occupation Certificate for its development. The Local Government Act 1999 (LG Act) requires that land vested in a local council be classified as either 'operational' or 'community' land. The classification process applies only after the land has been vested in Council. LLD submits that, for the purposes of the proposed LLCQ development, the more appropriate classification of the land is as 'operational land'. There are 2 mechanisms under which the land could be classified as 'operational land':

Option 1: By Council Resolution

Once the Public Plaza component of the land has been dedicated to CoS, s 31 of the LG Act provides that CoS must, within 3 months, resolve to classify the land as 'community' or 'operational' land.

If no resolution is passed, the land is 'automatically' classified as community land. CoS cannot deal with (ie sell or lease) the land until it has been classified.

Option 2: Under the Sydney Local Environmental Plan

Land can also be classified as 'operational' or 'community' land under the Sydney Local Environmental Plan (SLEP).

The proposed LLD planning proposal (discussed below) could seek to amend the SLEP to classify the Mirvac Triangle as operational land. Under such an amendment, the Mirvac Triangle would be 'automatically' categorised as 'operational' land once it is vested in CoS.

LLD submits that the land be classified as operational land under Option 2 (ie the amendment of the SLEP).

6.1.3. Dealing with the Land for Roads

The Mirvac VPA includes a proposed plan of subdivision identifying part of the Mirvac Triangle as a 'Road' (limited in height but unlimited in depth).

If and when the plan is registered, this land will be taken to have been dedicated as a public road under the Roads Act 1993 and title to the road will automatically pass to CoS.

LLD submits that the dedication of the 'Land for Roads' has the potential to cause complications for the Proposed LLCQ Development: part of the Proposed LLCQ Development entails excavating under the 'Land for Roads' during the construction of the basement.

There are 2 options to allow LLD access to the 'Land for Roads':

Option 1: Seek to have the public road closed

CoS could have the public road closed. The simplest way this could be achieved would be for CoS to compulsorily acquire the land from itself. The compulsory acquisition could be restricted to the subterranean stratum which LL needs to access for the purposes of the basement construction.

This would have the effect of closing the public road (or that part of it subject to the compulsory acquisition) and vesting the land in CoS as 'operational land': see s 7B of the Land Acquisition (Just Terms Compensation) Act 1991 and ss 41 and 43 of the Roads Act 1993. This process would not require CoS to consult with any other landholders and could be accomplished within around 3 months.

Option 2: Obtain consent under s.138 of the Roads Act

In order to obtain temporary access to the 'Land for Roads' for the purposes of constructing the basement, a simpler alternative to seeking to have the public road closed would be for LLD to obtain consent from CoS under s 138 of the Roads Act for it to occupy and carry our works upon that land.

It is not yet certain whether LLD will require access under the road on a temporary basis for basement construction purposes or whether permanent access will be required so as to permit the basement to be partially located within a stratum beneath the road.

If only temporary access is required, LLD prefers Option 2 (ie obtaining a s 138 consent) as it would be administratively simpler for CoS as it grants consents under s 138 of the Roads Act on a routine basis.

The application for the s 138 certificate can be 'rolled up' as part of an integrated development application for the Proposed Development.

6.1.4. Amending the Mirvac VPA

LLD proposes that the Mirvac VPA be amended so that the 'Mirvac Triangle' is dedicated to CoS in an 'undeveloped' state.

The Mirvac VPA can be amended by a written agreement signed by each of the parties to the original VPA or by the making of a new VPA: see clause 25C of the Environmental Planning and Assessment Regulation 2000 (EPA Regulation).

The proposed amendment could be included in the Mirvac VPA as an alternative scenario that is triggered if (and only if) the LEP/DCP is amended in accordance with the LLC planning proposal (discussed below).

Mirvac have indicated to LLD that they support this approach.

6.1.5. Modifying the Mirvac Development Consent

As noted above, Condition (2A) of Schedule 1A of the Mirvac Development Consent requires the existing Mirvac VPA to be registered on title before aboveground works can commence.

It may be necessary to amend this condition to refer to the amended Mirvac VPA. This can be achieved by making an application to modify this condition under s 96 of the EPA Act.

The amended Mirvac VPA can then be registered on the title to the land in accordance with s 93H of the EPA Act providing that Mirvac, CoS and any other person with a registered interest in the land (such as AMP) consent to this.

Mirvac have indicated to LLD that they support this approach.

6.1.6. The LLD VPA

As part of its application for consent for the Proposed Development, LLD proposes to offer to enter into a VPA under which it will transfer to CoS a package of 'public land' in exchange for it being provided with access to the Mirvac Triangle.

Commencement of the LLD VPA will be conditional upon the SLEP being amended in accordance with the LLD planning proposal (discussed below).

Clause 25C of the EPA Regulation expressly provides that a VPA can contain a clause specifying that an agreement (which relates to a planning proposal) does not take effect until the LEP is amended in accordance with the planning proposal.

6.1.7. The LLD Planning Proposal

In order to achieve a commercially viable development, LLD will lodge a planning proposal seeking to amend certain clauses of the SLEP which would otherwise operate to restrict the permissible FSR of the proposed LLCQ development.

As discussed above, the LLD Planning Proposal will also seek to have the 'Public Plaza' land 'automatically' classified as 'operational' land under the SLEP.

6.2. 178A George Street (Crane Lane)

6.2.1. Context

Part of the LLCQ Site includes 178A George Street (Lot 2 in Deposited Plan 880891). 178A George Street (Crane Lane) is vested in CoS, covers an area of around 176.6m², and is classified as 'operational land' for the purposes of the LG Act.

6.2.2. The proposed 'land swap'

The proposed LLCQ development contemplates incorporating 178A George Street (Crane Lane) into the development site. In exchange, LLD will dedicate to CoS a similar area of land suitable for use as a public road.

6.2.3. Dealing with the land

As noted above, 178A George Street (Crane Lane) is 'operational land' vested in CoS and may be dedicated as a public road under the Roads Act 1993.

If the road has been dedicated as a public road it will need to be closed before it can be dealt with (ie transferred to LLD).

As previously discussed, the simplest way this could be achieved would be for CoS to compulsorily acquire the land from itself.

6.2.4. The LLD VPA

The proposed LLD VPA will contain provisions requiring LLD to dedicate to CoS a suitable area of land in exchange for CoS closing and transferring to it 178A George Street (Crane Lane). The size and location of the land to be swapped for Crane Lane is a matter to be negotiated between LLD and CoS.

Potential for including the Rugby Club (optional site) in the proposed LLCQ development

Presently, LLD is evaluating whether it is commercially feasible to incorporate the Rugby Club site in the proposed LLCQ development.

7. Rights Affecting Surrounding Land Benefiting LLCQ Site

The sites currently owned by Lend Lease entities are the beneficiaries of a number of rights burdening adjacent land, including the following:

- 7.1.** F785388 - Right of Carriageway, affecting Lot 180 D.P.606866 (Rugby Club), and Lot 1 D.P.537286 (19-31 Pitt Street), providing access from Lot 182 D.P.606865 (No.182 George Street) through to Pitt Street.
- 7.2.** 434985 – Right of Way, affecting Lot 1 D.P.537286 (19-31 Pitt Street), providing access from Lot 7 D.P.629694 (No.33-35 Pitt Street) through to Pitt Street.
- 7.3.** A809434 – Right of Way, affecting Lot 180 D.P.606866 (Rugby Club), and Lot 1 D.P.537286, providing access from D.P.629694 (No.33-35 Pitt Street) through to Pitt Street

8. Conclusion

Rygate Surveyors have been engaged by Lend Lease Development Pty Limited (LLD) to undertake a land surveyor's assessment of the parcels of land forming the Site known as Lend Lease Circular Quay (LLCQ).

The scope of the land surveyor's assessment has included:

- a. Examination of the current Certificates of Title for each of the parcels forming the proposed LLCQ Site. These parcels include both lands currently under the control of LLD together with land currently under the tenure of others and the Rugby Club optional Site.
- b. Examination of the easements and restrictions noted on the Certificates of Title for each parcel forming the proposed LLCQ Site.
- c. Review the proposed mechanism(s) as to how sites not currently under LLD's control, could be brought into the Site.
- d. Reviewing if there are any aspects of the land and titles in items "a" and "b" above that, assuming the mechanisms in "c" are successfully implemented, could prevent the development of the LLCQ Site in accordance with the LLD Planning Proposal.

Rygate's assessment is that, pending successful implementation of the mechanisms described in section 6 of our report, the Certificates of Title for the lands comprising the proposed LLCQ site together with affecting (burdening) and appurtenant (benefitting) easements and rights recorded on Title indicate nothing that would prevent either:

- 1. The successful creation of the proposed LLCQ Site; or
- 2. The undertaking of the development of the LLCQ Site as contemplated by the LLD Planning Proposal.

Yours faithfully,
RYGATE & COMPANY PTY. LTD.

Per
G.J. Frith, B. Surv. M.I.S.
Registered Land Surveyor

Director