

23 May 2014

Brendan Hoskins
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Your reference:

Putney Hill

Our reference:

2800221

Dear Mr Hoskins

Comments on Item 3 of Royal Rehab Submission on Modification to Concept Plan 05_0001

I refer to your request that we provide you with our comments on the terms and conditions of the Right of Carriageway which is contained in DP 1129793 which benefits Frasers Putney Pty Limited and burdens Royal Rehab.

We comment as follows in relation to the right of carriageway (**ROC**):

- (1) the ROC is 12.3 and 19.1 wide and variable width. The ROC is denoted 'P' on DP1129793. A copy of page 1 of DP 1129793 is **attached**. We have identified the ROC by cross highlighting it in orange and inserting a number of 'X' marks on the orange area;
- (2) the ROC burdens Lot 5 in DP 1129793 and benefits lots 4,6 and 7 in DP 1129793;
- (3) the registered proprietor of Lot 5 in DP 1129793 (i.e. the burdened lot) is Royal Rehab; and
- (4) the registered proprietor of lots 4, 6 and 7 in DP 1129793 (i.e. the benefitted lots) is Frasers Putney Pty Limited;
- (5) the terms and condition of the ROC are set out in full in item 3 of the section 88B Instrument DP 1129793 which creates the ROC. We have repeated the terms and conditions below:

"3.1 Grant of right of carriageway

The Grantor grants the Grantee and its Authorised Users the right and liberty to go, pass and repass at any time over the Site with or without Equipment for the purpose of accessing Charles Street."

3.2 Terms of use

The Grantee:

- (a) *uses the Site at its own risk;*

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- (b) *must not, and must ensure that any Authorised Users do not, use the Site for any purpose other than the purpose described in clause 3.1;*
- (c) *must not, and must ensure that Authorised Users do not, do anything in the Site which could cause danger, disturbance or inconvenience to others in the adjoining lands;*
- (d) *must keep clean and free from rubbish the Site;*
- (e) *must cause as little damage as possible to the Site;*
- (f) *must comply with, and procure that any Authorised Users comply with, the Grantor's reasonable requirements and directions in connection with the operations, safety and security of the Site;*
- (g) *must rectify and repair at its cost any damage occasioned to the Site as a result of the use and occupation of the Site by the Grantee or its Authorised Users, promptly and in a good and workmanlike manner in accordance with requirements of Authorities;*
- (h) *must, if requested and then within 10 Business Days after being so requested, pay to the Grantor one-third each of the costs the Grantor incurs in complying with its obligation under clause 3.3; and*
- (i) *indemnifies the Grantor against any Costs incurred as a result of the negligent, malicious or wilful use and occupation of the Site by the Grantee or its Authorised Users.*

3.3 **Maintenance**

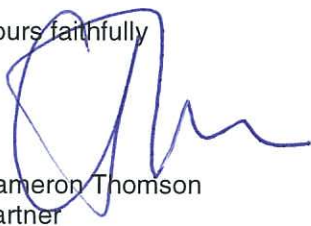
The Grantor will:

- (a) *at all times, maintain all trafficable surfaces in the Site;*
 - (b) *not permit the Site to fall into disrepair so that:*
 - (i) *use of the Site under this easement becomes a hazard or a nuisance; or*
 - (ii) *access over the Site by the Grantee and its Authorised Users becomes difficult, impracticable or impossible;*
 - (c) *not obstruct or impede access over the access roads constructed on the Servient Tenement; and*
 - (d) *ensure that any development activities on the Servient Tenement preserve those access roads so that the Grantee can access land adjoining the Servient Tenement and in particular so it can access Lot 4, Lot 6 and Lot 7 in the Plan from Charles Street.*
- (6) In the Interpretation section of the section 88B instrument, "**Equipment**" means all necessary tool, implements, materials, machinery and vehicles"
- (7) In conclusion, Frasers Putney Pty Limited (and its successors in title) may access Charles Street by utilising the ROC. The right to use the ROC does not change if there is a change in vehicle numbers using the ROC, as all users must comply with the terms of use referred to in the ROC.

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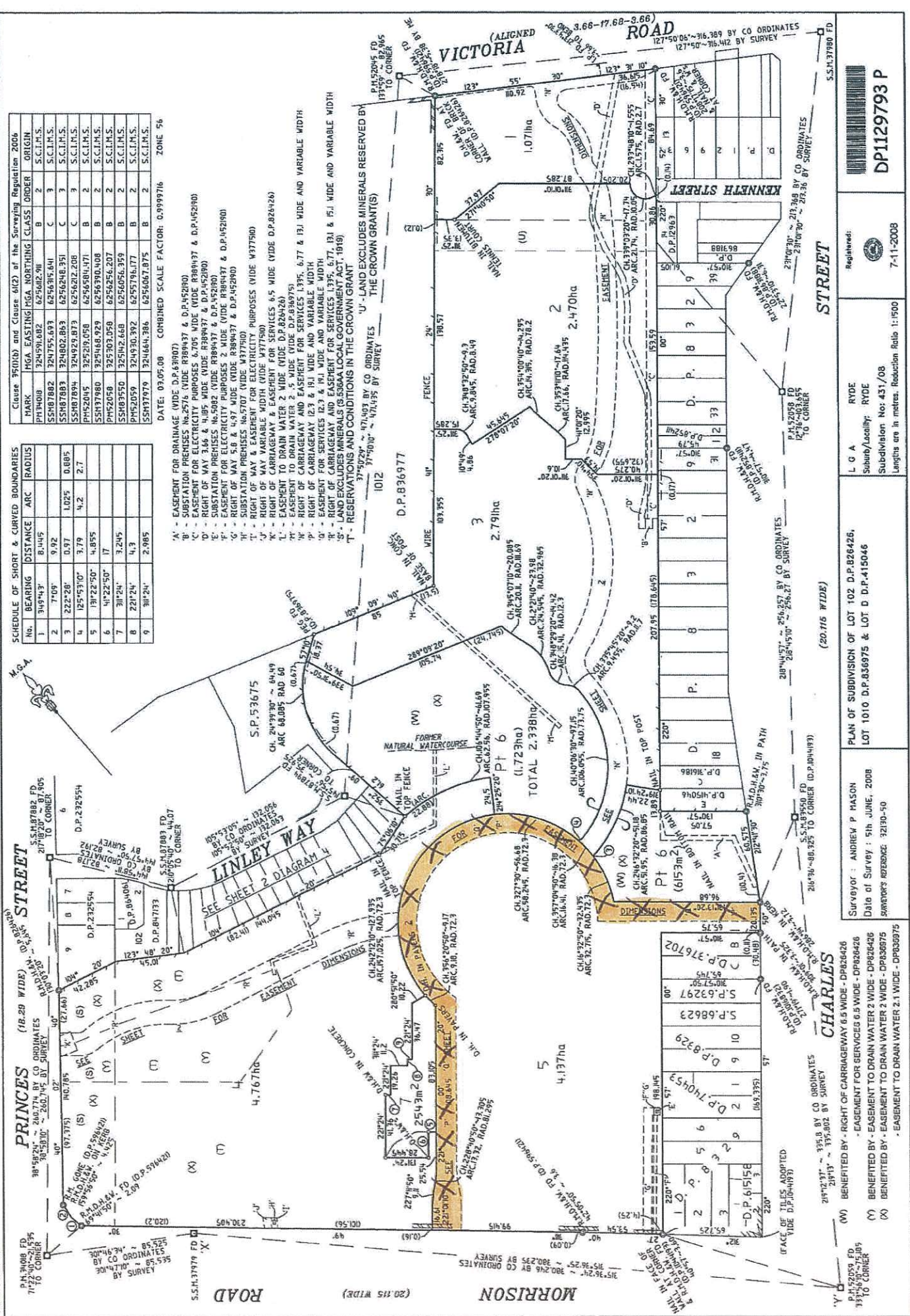
 NORTON ROSE FULBRIGHT

Yours faithfully



Cameron Thomson
Partner
Norton Rose Fulbright Australia

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1	34°43'30"	8.1445	9.92	0.895
2	7°09'	9.92	1.025	0.895
3	22°28'30"	0.97	4.2	2.7
4	125°53'10"	3.79	4.855	
5	13°22'50"	4.855		
6	41°22'50"	17		
7	31°24'	3.245		
8	22°24'	4.3		
9	31°24'	2.995		

Clause 35(1)(b) and Clause 4(2) of the Surveying Regulation 2006

MARK	HGA EASTING	HGA NORTHING	CLASS	ORDER	ORIGIN
PH4008	32491.082	62502.90	B	2	S.C.I.M.S.
SS487882	32491.55	62503.61	C	3	S.C.I.M.S.
SS487883	32492.863	62502.851	C	3	S.C.I.M.S.
SS487884	32492.873	62502.208	C	3	S.C.I.M.S.
PH52015	32519.058	62505.471	B	2	S.C.I.M.S.
SS487880	32519.058	62505.471	B	2	S.C.I.M.S.
PH52058	32530.050	62505.207	B	2	S.C.I.M.S.
SS487885	32530.050	62505.207	B	2	S.C.I.M.S.
PH52059	32493.392	62505.677	B	2	S.C.I.M.S.
SS487886	32493.392	62505.677	B	2	S.C.I.M.S.
SS487887	32493.392	62505.677	B	2	S.C.I.M.S.

DATE: 03.05.08 COMBINED SCALE FACTOR: 0.9999716 ZONE 56

- 'A' - EASEMENT FOR DRAINAGE (VIDE D.P.836977)
- 'B' - SUBSTATION PREMISES NO.2576 (VIDE R889437 & D.P.452800)
- 'C' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'D' - SUBSTATION PREMISES NO.2576 (VIDE R889437 & D.P.452800)
- 'E' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'F' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'G' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'H' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'I' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'J' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'K' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'L' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'M' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'N' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'O' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'P' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'Q' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'R' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'S' - EASEMENT FOR ELECTRICITY PURPOSES (VIDE R889437 & D.P.452800)
- 'T' - RESERVATIONS AND CONDITIONS IN THE CROWN GRANT

Registered: 7-11-2008

PLAN OF SUBDIVISION OF LOT 102 D.P.826426, LOT 1010 D.P.836975 & LOT D D.P.415046

Surveyor: ANDREW P. MASON
Date of Survey: 5th JUNE, 2008
SURVEYOR'S REFERENCE: 32130-50

Suburb/Locality: RYDE
Subdivision No: 431/08
Lengths are in metres. Reduction Ratio 1:1500

DP129793 P

Table of mm: 10 20 30 40 50 60 70 80 90 100 110 120 130 140