

LAND AND PROPERTY INFORMATION New South Wales

1 Prince Albert Road, Queens Square, Sydney 2000

Telephone 02 9228 6877



BK 4826 NO 917

CA NUMBER

**DEEDS INDEX
PARTICULARS**

PRIVACY NOTE: this information is legally required and will become part of the public record

(A)	<table border="1"><tr><td>Delivery Box</td><td>Name, Address/DX</td></tr><tr><td>390G</td><td>SPECTRUM CLIENT SOLUTIONS 131493N</td></tr><tr><td></td><td>Telephone no</td></tr><tr><td></td><td>Reference SCHWEIZER K</td></tr></table>	Delivery Box	Name, Address/DX	390G	SPECTRUM CLIENT SOLUTIONS 131493N		Telephone no		Reference SCHWEIZER K																																			
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	IRIS JOAN	BELL																																										
(E)	<p>I, <u>ANDY RANKIN</u> of <u>1202/109 Pitt Street</u> <u>Sydney 2000</u></p> <p>certify that for the purposes of section 184D(3) of the Conveyancing Act 1919 that:</p> <ol style="list-style-type: none">the registration copy is a true copy of the original andthe above index particulars of the original instrument [and on the annexure(s)] are complete and correct <p>Signed <u>[Signature]</u> Date <u>16-6-23</u></p>																																											

Entered:

Verified:



O'BRIEN CONNORS & KENNETT LAWYERS
DAVID MARINIC & ASSOCIATES

OUR REFERENCE: RHW:IX:190313

YOUR REFERENCE:

11 June 2024

NSW Land Registry Services
Level 30, 175 Liverpool Street
Sydney NSW 2000

Dear Sir/Madam

**Re: DZUBIEL & BELL – Registration of Deed of Settlement
and Release**

We refer to the above matter and confirm we act for Iris Joan Bell and Wendy Patricia Dzubieli, the respective owners of 9 and 11 Cooleena Road, Elanora Heights NSW 2101.

On behalf of our clients, we kindly request that, when registering the Deed of Settlement and Release dated 06 September 2021 (**the Deed**), you accept the enclosed Plan prepared by Structerre Consulting (**the Plan**) despite it containing survey details.

The Plan is a clearer reproduction of the document initially annexed to the Deed as "Structure Plan A". The parties have agreed that the Section 88B Instrument creating the drainage easement to be recorded in the Torrens Title Register, is to include a reference to the Deed. Therefore, we are of the opinion that it is important to have the survey and engineering details on the Plan to ensure the relevant drainage easement, property features and the works to be done are adequately identified.

Should you have any questions, please do not hesitate to contact us.

Yours faithfully
O'BRIEN CONNORS & KENNETT
per: Ivy Xu

Encl.

LAWYERS:

Robert H Warren
PRINCIPAL

Nicole Davis

Yin Sang (Percy) Pang

Ivy Xu

OFFICE ADDRESS:

Level 2, Suites 24-25,
22-26 Fisher Road,
Dee Why NSW 2099

PO Box 1156,
Dee Why NSW 2099

Tel (02) 9982 1655
E reception@ocklaw.com.au
W www.ocklaw.com.au

ABN 126 126 153 53



Revenue

3/08/2023

Dear Helen

**Grant of Easement: Section 8(1)(x) of the Duties Act: DT2300090915
IRIS BELL & WENDY DZUBIEL (Grantors) TO IANNI FAMILY (Grantee)**

I refer to your application lodged online on the 11/07/2023 under the application type other.

Please be advised that as the Deed of Settlement was dated 6 September 2021, the Grant of Easement is not dutiable as it occurred prior to 19 May 2022.

If you are dissatisfied with this decision, you have the right to lodge a formal objection within 60 days of the date of this decision. All objections should clearly state the grounds of objection. The form is available on the Revenue NSW website www.revenue.nsw.gov.au (Form OSR 027A) Duties - Objection to an Assessment or Decision (nsw.gov.au)

If you have any further queries, please contact Misheline Boustani on (02) 7808 6390.

Yours sincerely,

Misheline Boustani

Misheline Boustani
Assistant Operations Officer

for **Scott Johnston**
Chief Commissioner of State Revenue

AUTHORITY

To: New South Wales Land Registry Services
Level 30
175 Liverpool Street
Sydney NSW 2000

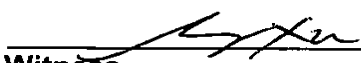
Re: Registration of Deed of Settlement and Release


We, **Wendy Patricia Dzubiel and Iris Joan Bell**, pursuant to clause 7.4 of the Deed of Settlement and Release dated 06 September 2021 (**the Deed**) consent to the registration of the Deed in the General Register of Deeds maintained by New South Wales Land Registry Services.

Dated the 7th day of JUNE 2024


Wendy Patricia Dzubiel


Iris Joan Bell


Witness
Full Name: Ivy Mengeze Xu
Occupation: Solicitor
Address: Suites 24-25, 22-26 Fisher Rd,
Dee Why NSW 2099


Witness
Full Name: Ivy Mengeze Xu
Occupation: Solicitor
Address: Suites 24-25, 22-26 Fisher Rd,
Dee Why NSW 2099


AUTHORITY


To: New South Wales Land Registry Services
Level 30
175 Liverpool Street
SYDNEY NSW 2000

Re: Registration of Deed of Settlement and Release

Ianni Family Pty Ltd ACN 163 265 245, pursuant to clause 7.4 of the Deed of Settlement and Release dated 6 September 2021 (the "Deed") consents to the registration of the Deed in the General Register of Deeds maintained by New South Wales Land Registry Services.

Dated the 9th day of May 2022


Sandro Ianni
Director


Liliana Ianni
Director

Statutory Declaration

OATHS ACT 1900, NSW, EIGHTH SCHEDULE

I, Wendy Patricia Dzubiel of 11 Cooleena Road, Elanora Heights in the State of New South Wales, do solemnly and sincerely declare that:

1. My full name is Wendy Patricia Dzubiel.
2. I am named as a party to the Deed of Settlement and Release dated 6 September 2021 as "Wendy Dzubiel" (**the Deed**). Annexed and marked "A" is a copy of the Deed.
3. I executed page 8 of the Deed in the presence of Rebecca Lucy Kim Suan Goh, a solicitor in the employ of O'Brien Connors and Kennett Lawyers.

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1900*.

Declared at: DEE WHY on 07 JUNE 2024
[place] [date]
Wendy P. Dzubiel
[signature of declarant]

in the presence of an authorised witness, who states:

I, IVY MENGZE XU, a SOLICITOR,
[name of authorised witness] [qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it: [** please cross out any text that does not apply*]

1. I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification¹ for not removing the covering, and~~
2. ~~I have known the person for at least 12 months OR~~ I have confirmed the person's identity using an identification document and the document I relied on was NSW DRIVERS LICENCE

[describe identification document relied on]

[Signature]
[signature of authorised witness]

07 JUNE 2024
[date]

¹ The only "special justification" for not removing a face covering is a legitimate medical reason (at September 2018)

Statutory Declaration

OATHS ACT 1900, NSW, EIGHTH SCHEDULE

I, Iris Joan Bell of 9 Cooleena Road, Elanora Heights in the State of New South Wales, do solemnly and sincerely declare that:

1. My full name is Iris Joan Bell.
2. I am named as a party to the Deed of Settlement and Release dated 06 September 2021 as " Iris Bell" (**the Deed**). Annexed and marked "A" is a copy of the Deed.
3. I executed page 8 of the Deed in the presence of Rebecca Lucy Kim Suan Goh, a solicitor in the employ of O'Brien Connors and Kennett Lawyers at the time of the Deed.

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1900*.

Declared at: DEE WHY on 07 JUNE 2024
[place] [date]

Iris Bell
[signature of declarant]

in the presence of an authorised witness, who states:

I, IVY MENGRE XU, a SOLICITOR,
[name of authorised witness] [qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it: [** please cross out any text that does not apply*]

1. I saw the face of the person ~~OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification¹ for not removing the covering, and~~
2. ~~I have known the person for at least 12 months OR~~ I have confirmed the person's identity using an identification document and the document I relied on was NSW DRIVERS LICENCE

[describe identification document relied on]

Ivy Mengre Xu
[signature of authorised witness]

07 JUNE 2024
[date]

¹ The only "special justification" for not removing a face covering is a legitimate medical reason (at September 2018)

DEED OF SETTLEMENT AND RELEASE

Between:

**IANNI FAMILY PTY LTD
ACN 163 265 245**

And:

IRIS BELL

And:

WENDY DZUBIEL

Schweizer Kobras
Lawyers & Notaries
Level 5, 23 - 25 O'Connell Street
Sydney NSW 2000
Telephone: (02) 9223 9399
Facsimile: (02) 9223 4729
Ref: 190389

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DEED OF SETTLEMENT AND RELEASE

THIS DEED OF SETTLEMENT AND RELEASE and GRANT OF EASEMENT dated 6 September 2021
BETWEEN: Ianni Family Pty Ltd ACN 163 265 245 of Suite 1, Level 1, 170 Pacific Highway, Greenwich
NSW 2065
AND: Iris Bell of 9 Cooleena Road, Elanora Heights NSW 2101
AND: Wendy Dzubiel of 11 Cooleena Road, Elanora Heights NSW 2101

RECITALS

- A. Ianni Family is the registered proprietor of 7 Cooleena Road.
- B. Iris Bell is the registered proprietor of 9 Cooleena Road.
- C. Wendy Dzubiel is the registered proprietor of 11 Cooleena Road.
- D. Ianni Family commenced the Proceedings to seek orders against Iris Bell and Wendy Dzubiel for the imposition of an easement for drainage of stormwater.
- E. Iris Bell and Wendy Dzubiel have defended the Proceedings.
- F. Without admissions, the Parties have agreed to resolve the Proceedings and their dispute fully and finally in accordance with the terms set out in this Deed.

OPERATIVE PARTS

1. Definitions

In this Deed, including the Recitals:

- 1.1. "7 Cooleena Road" means 7 Cooleena Road, Elanora Heights NSW 2101, being Lot G in DP/408223 and being the land comprised in Certificate of Title Folio Identifier G/408223;
- 1.2. "9 Cooleena Road" means 9 Cooleena Road, Elanora Heights NSW 2101, being Lot H in DP/408223 and being the land comprised in Certificate of Title Folio Identifier H/408223;
- 1.3. "11 Cooleena Road" means 11 Cooleena Road, Elanora Heights NSW 2101, being Lot B in DP/401902 and being the land comprised in Certificate of Title Folio Identifier B/401902;
- 1.4. "Benefitted Land" means 7 Cooleena Road;
- 1.5. "Claims" means any and all rights of action, claims, costs and/or demands that a Party may have against another Party either made in the Proceedings, or otherwise in relation to the grant of the Easement;
- 1.6. "Deed" means this Deed of Settlement and Release;
- 1.7. "Drainage Works" means those works reasonably necessary to lay the drainage pipe and provide associated pits, shown on the Strutterre Plan and Easement Plan and includes any maintenance and repair work required from time to time; and any pipes, pits and on-site detention tank situated on 9 and/or 11 Cooleena Road;
- 1.8. "Easements" means an easement granted over 9 Cooleena Road for the benefit of 7 Cooleena Road in the terms set out in Annexure "A" to this Deed and an easement granted over 11 Cooleena Road for the benefit of 7 Cooleena Road in the terms set out in Annexure "B" to this Deed (and each of them is an "Easement");
- 1.9. "Easement Plan" means the plan of survey to be created setting out the location and dimensions of the stormwater drainage to be constructed consistent with the Strutterre Plan which is duly attached to the form of s 88 B Instruments attached as Annexures "A" and "B" hereto;

DEED OF SETTLEMENT AND RELEASE

- 1.10. "Ianni Family" means Ianni Family Pty Ltd ACN 163 265 245 of Suite 1, Level 1, 170 Pacific Highway, Greenwich NSW 2065 and its successors, executors, administrators, and assigns;
 - 1.11. "Iris Bell" means Iris Bell of 9 Cooleena Road and her successors, executors, administrators, and assigns;
 - 1.12. "Minor Modification" means any variation to the Drainage Works required by council or any statutory authority having jurisdiction in the matter or any matter or thing required by the council or any statutory authority having jurisdiction in the matter, in connection with the Drainage Works and/or the Easement provided that:
 - 1.12.1. any variation is limited to and wholly within the location of the Easements; and
 - 1.12.2. any pipe, conjugate or channel is underground or in the case of 11 Cooleena Road, is only to be affixed to the south face of the cliff at the south end of the Easement;
 - 1.13. "Mortgagee" means any mortgagee registered on the title of 9 and/or 11 Cooleena Road, Elanora Heights NSW 2101 including the Greater Bank Limited in respect of registered dealings No. 0891870 and 3321629;
 - 1.14. "Parties" means the parties to this Deed, and each of them is a "Party";
 - 1.15. "Proceedings" means Supreme Court of New South Wales proceedings number 2020/365402 between Ianni Family as plaintiff and Iris Bell and Wendy Dzubiel as the defendants;
 - 1.16. "Proceedings Costs" means the sum of AUD\$50,000 inclusive of GST, representing the Parties' agreement of the party/party costs incurred to date by Iris Bell and Wendy Dzubiel in the Proceedings;
 - 1.17. "Recitals" means the recitals of this Deed;
 - 1.18. "Settlement Sum" means, respectively, the sum of AUD\$40,000.00 payable to Iris Bell, and the sum of AUD\$40,000.00 payable to Wendy Dzubiel;
 - 1.19. "Short Minutes of Order" means the Short Minutes of Order set out in Annexure "C" to this Deed;
 - 1.20. "Structerre Plan" means the plan created by Structerre, as modified, as set out at Annexure "D" to this Deed;
 - 1.21. "Wendy Dzubiel" means Wendy Dzubiel of 11 Cooleena Road and her successors, executors, administrators, and assigns.
2. **Payment and Grant of Easement**
- 2.1. Ianni Family must pay the Settlement Sum and the Proceedings Costs to Iris Bell and Wendy Dzubiel by electronic bank transfer to the trust account of O'Brien Connors and Kennett Lawyers within 42 days from the date of this Deed (time being of the essence). Those trust account details are as follows:
 - Bank: ANZ
 - Name: Legaleez Pty Limited T/As O'Brien, Connors & Kennett Law Practice Trust Account
 - BSB: 012 294
 - A/c No: 406 467 292
 - 2.2. On the performance by Ianni Family of its obligations pursuant to clause 2.1 of this Deed, Wendy Dzubiel and Iris Bell will grant the Easements to the said Ianni Family.

DEED OF SETTLEMENT AND RELEASE

- 2.3. The form of proposed Easements annexed to this Deed as "A" and "B" are to be executed by Wendy Dzubiel and Iris Bell on the date of this Deed and held in escrow by Ianni Family's solicitors pending performance of Ianni Family's obligations pursuant to clause 2.1 of this Deed on the basis that Wendy Dzubiel's and Iris Bell's grants are only effective (whether at law or equity) once all such obligations are performed.

3. **Dismissal of Proceedings**

- 3.1. As soon as reasonably practicable after the date of this Deed, the Parties agree to take all steps as may be reasonably required to have the Proceedings dismissed by asking the Court to make orders in the terms set out in Annexure "C" hereto.
- 3.2. If the Court does not make orders in the terms set out in Annexure "C", the Parties will do all things as may be reasonably necessary to cause the Court to make orders in terms substantially the same as the orders set out in Annexure "C".

4. **Further Documents etc.**

- 4.1. Each Party will execute such agreements, deeds and documents and do or cause to be done, all such acts, matters and things as is reasonably necessary to give effect to this Deed, including procuring the Easement Plan to be attached to the Section 88 B instruments as may be required and making all reasonable endeavours to obtain the consent of the Mortgagee to the imposition of the Easement.
- 4.2. In the event that, as a condition of the grant of development consent to Ianni Family in respect of its proposed sub-division and/or development of 7 Cooleena Road, the Northern Beaches Council requires any Minor Modification to the storm water drainage as depicted in the Structerre Plan, then Iris Bell and Wendy Dzubiel agree to do all acts and execute all documents reasonably necessary (which are to be prepared at the cost of Ianni Family) to vary, modify, or amend the Easement (whether registered as yet or not) to accommodate such modification.

5. **Indemnity and Releases**

- 5.1. Ianni Family agrees to release and discharge and hereby releases and discharges each of Iris Bell and Wendy Dzubiel from all and/or any Claims which Ianni Family now has or may have or, but for the execution of this Deed, could or would have had against each or all of Iris Bell and Wendy Dzubiel.
- 5.2. Each of Iris Bell and Wendy Dzubiel may plead this Deed as a bar to any actions, suits or proceedings commenced, continued or taken by Ianni Family in connection with any of the matters contained in this Deed provided that nothing in this clause or clause 5.1 prevents Ianni Family from enforcing the terms of this Deed.
- 5.3. Each of Iris Bell and Wendy Dzubiel agrees:
- 5.3.1. to accept the payment of the Settlement Sum to Iris Bell and Wendy Dzubiel in full and final settlement of all Claims and in consideration of the grant of the Easement;
- 5.3.2. to accept the payment of the Proceedings Costs on account of their reasonable costs in the Proceedings;
- 5.3.3. to release and discharge, and hereby releases and discharges, Ianni Family from all and/or any Claims which each of Iris Bell and Wendy Dzubiel now has or may have

DEED OF SETTLEMENT AND RELEASE

either jointly or severally or, but for the execution of this Deed, could or would have had against Ianni Family.

5.4. Ianni Family may plead this Deed as a bar to any actions, suits or proceedings commenced, continued or taken by Iris Bell and Wendy Dzubiel either jointly or separately in connection with any of the matters contained in this Deed provided that nothing in this clause or clause 5.3 prevents Iris Bell and Wendy Dzubiel from enforcing the terms of this Deed.

5.5. For so long as Ianni Family remains the registered proprietor of 7 Cooleena Road, Ianni Family hereby indemnifies Wendy Dzubiel and Iris Bell for any loss or damage including any liability to any third party occasioned by undertaking the works necessary to install the drain along the Easements and the drain itself and will make good any damage caused to 9 Cooleena Road and/or 11 Cooleena Road including through Ianni Family or any of its agent's, servant's, contractor's or employee's negligence and/or omission within 28 days of receipt of notice in writing from either Iris Bell or Wendy Dzubiel.

6. **Additional covenants by Ianni Family**

Either Iris Bell or Wendy Dzubiel may give written notice to Ianni Family that the works within the Easements require maintenance or repair and Ianni Family will carry out any reasonably necessary works within 28 days of receipt of notice requiring it to do so.

7. **Confidentiality**

The Parties agree not to disclose, or cause to be disclosed, any of the terms of this Deed, any negotiations between them, or the payment of the Settlement Sum or Proceedings Costs, except:

- 7.1. as required by law or by any accounting, reporting, audit or regulatory requirement;
- 7.2. for the purposes of obtaining legal or other professional advice;
- 7.3. for the purposes of enforcing this Deed; or
- 7.4. with the written consent of the other Parties.

For the avoidance of doubt, nothing in this Deed nor in the Sec 88 B instruments contemplated by the Deed, shall limit any right Iris Bell and/or Wendy Dzubiel may have to object to or comment on any proposed subdivision or development of 7 Cooleena Road or any other land with which it may become consolidated.

8. **Legal Fees and Costs**

Except as provided to the contrary herein, each party will be responsible for the payment of their own legal fees, costs, and disbursements in respect of the Proceedings and any other matter.

9. **No Modifications**

This Deed may only be modified in writing signed by all parties. This clause is self-entrenching and cannot be waived save in writing signed by all parties.

10. **Entire Understanding**

10.1. The terms and conditions of this Deed constitute the entire agreement and understanding of the Parties, supersede all previous communications and agreements, whether oral or written, between the Parties including any previous agreement or understanding varying or extending

DEED OF SETTLEMENT AND RELEASE

the same and there are no further or other agreements or understandings, oral or written, in effect between the Parties with respect to the subject matter of this Deed.

10.2. The making, execution and delivery of this Deed have not been induced by any representations, statements, warranties, or agreement other than those expressed in this Deed.

11. **Severability**

If any provision of this Deed is invalid, void, illegal or unenforceable, such provision is, so far as is possible, to be severed and the validity, existence, legality, and enforceability of the remaining provisions will not be affected, prejudiced, or impaired.

12. **Notices**

Any notice, for the purposes of this Deed, may be given to:

12.1. Ianni Family – by email to its directors, at sandro@elegantig.com.au or by mail to Suite 1, Level 1, 170 Pacific Highway, Greenwich NSW 2065;

12.2. Iris Bell, by email to Irisjbell2000@yahoo.com.au; and

12.3. Wendy Dzubieli, by email to wendydzubiel@gmail.com

13. **Counterparts**

This Deed may be executed in counterparts. All executed counterparts constitute one document.

14. **Applicable Law and Jurisdiction**

This Deed is governed by the laws of the State of New South Wales, Australia and each Party submits to the non-exclusive jurisdiction of the courts of New South Wales.

15. **Headings**

Headings do not affect the interpretation of this Deed.

16. **Interpretation**

Unless expressed to the contrary, in this Deed:

16.1. words in the singular include the plural and vice versa;

16.2. any gender includes the other gender;

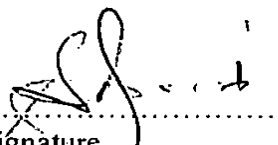
16.3. “includes” means includes without limitation; and

16.4. no rule of construction will disadvantage a Party merely because that Party put forward the clause or would otherwise benefit from it.

DEED OF SETTLEMENT AND RELEASE

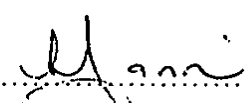
EXECUTED AS A DEED

Signed, sealed and delivered by Ianni)
Family Pty Ltd ACN 163 265 245 in)
accordance with section 127 of the
Corporations Act by:


.....
Signature

Sandrino Ianni
.....
Name of Authorised Officer

Director
.....
Office Held


.....
Signature

Liliana Ianni
.....
Name of Authorised Officer

Director
.....
Office Held

Signed, sealed and delivered by Iris Bell:)
)

.....
Signature of Witness

.....
Signature

.....
Name of Witness

.....
Address of Witness

Signed, sealed and delivered by Wendy)
Dzubiel:)

.....
Signature of Witness

.....
Signature

.....
Name of Witness

.....
Address of Witness

DEED OF SETTLEMENT AND RELEASE

EXECUTED AS A DEED

Signed, sealed and delivered by Ianni)
Family Pty Ltd ACN 163 265 245 in)
accordance with section 127 of the
Corporations Act by:

Signature

Sandrino Ianni

Name of Authorised Officer

Director

Office Held

Signature

Liliana Ianni

Name of Authorised Officer

Director

Office Held

Signed, sealed and delivered by Iris Bell:)
)

Signature of Witness

Name of Witness

Signature

Suites 24-25, 22-26 Fisher Rd, Dee Why NSW 2099
Address of Witness

Signed, sealed and delivered by Wendy)
Dzubiel:)

Signature of Witness

Name of Witness

Signature

Suites 24-25, 22-26 Fisher Rd, Dee Why NSW 2099
Address of Witness

REGISTERED

26/6/2024

BK 4826 NO 917

REGISTRATION

INSISTED UPON



DEED OF SETTLEMENT AND RELEASE

Annexure A: S88 B

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan Plan of Easement to Drain Water 1.2 Wide
over
Lot H in Deposited Plan 408223

**Full name and
address of the
owner of the land:** Iris Bell
9 Cooleena Road, Elanora Heights NSW
2101

Part 1 (Creation)

Number of item shown in the intention panel of the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefitted lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 1.2 Wide	Lot H in Deposited Plan 408223	Lot G in Deposited Plan 408223

Part 2 (Terms)

Dictionary

"Drainage Works" means those works reasonably necessary to lay the drainage pipe and provide associated pits and detention tanks, shown on the Strutterre Plan and Easement Plan, and includes:

- (i) any maintenance and repair work required from time to time;
- (ii) any pipes, pits and on-site detention tank situated on the Benefitted and/or Burdened lots.

"Easement Plan" means the plan of survey annexed and marked "B" setting out the location and dimensions of the stormwater drainage to be constructed consistent with the Strutterre Plan.

"Existing Trees" means trees shown on the Strutterre Plan.

"Grantee" means the owner from time to time of the Benefitted Lot.

DEED OF SETTLEMENT AND RELEASE

"Grantor" means the owner from time to time of the Burdened Lot.

"Notice" means a notice in writing, signed by or on behalf of the person issuing it, delivered personally or via registered post, and containing such details as may reasonably be required.

"Structerre Plan" means the plan created by Structerre and annexed hereto and marked "A".

"Terminus a quo no. 1 Boundary" means the line marked on the Structerre Plan described as "line indicates northern extent of 'terminus a quo No 1' for Lot H and 'terminus a quo No 2' for lot B".

"Usual Working Hours" means 7.00am and 4.00pm on Monday to Saturday (and at any other time in an emergency).

The singular includes the plural, the male the female, "they" and "it" include "he" or "she", and vice versa, as the context so requires.

Terms of Easement for Drainage

1. The Grantor grants the Grantee an easement for drainage of water, with the terms implied by Part 8 of Schedule 8 of the NSW *Conveyancing Act 1919*, duly modified as per the terms set out more fully below, and as more fully shown on the Structerre Plan and the Easement Plan.
2. When performing any *Drainage Works*, the Grantee must:
 - i. do such works substantially in accordance with the engineering details as shown on the Structerre Plan, including but not limited to the trenching of the drainage pipe marked in red, underground for the entire length so shown;
 - ii. use its best efforts to avoid any damage to the Existing Trees noted on the Structerre Plan;
 - iii. ensure any such works are carried out as quickly as practicable and only during Usual Working Hours;
 - iv. ensure any tradespersons engaged by it use only hand-held tools, implements and machinery.
3. The Grantee must, at its cost:
 - i. keep any and all Drainage Works (including that situated on the Benefitted lot) in a state of ongoing good repair, including putting same into good working order should it fall out of repair, as may be required from time to time;
 - ii. use all reasonable endeavours to access the Easement within the Terminus a quo No. 1 Boundary and remain within the Terminus a quo No.1 Boundary when carrying out maintenance and repairs to the Drainage Works situated on the Burdened lot.
4. The Grantee will be entitled, and the Grantor will consent to any variation to the Drainage Works required by council or any statutory authority having jurisdiction in the matter or any matter or thing required by the council or any statutory authority having jurisdiction in the matter, in connection with the Drainage Works and /or the Easement provided:
 - i. any variation is limited to and wholly within the location of the Easement granted as marked on the Easement Plan;
 - ii. no pipe, conjugate or channel is to be placed above the existing surface of the earth of the Burdened lot.

DEED OF SETTLEMENT AND RELEASE

Executed by Ianni Family Pty Limited ACN 163)
265 245 in accordance with section 127(1) of the)
Corporations Act 2001 by:)

Signature

Sandro Ianni

Name of Authorised Officer

Director

Office Held

Signature

Liliana Ianni

Name of Authorised Officer

Director

Office Held

Signed by Iris Bell in the presence of:

Signature (Witness)

Print Full Name

Address

Address

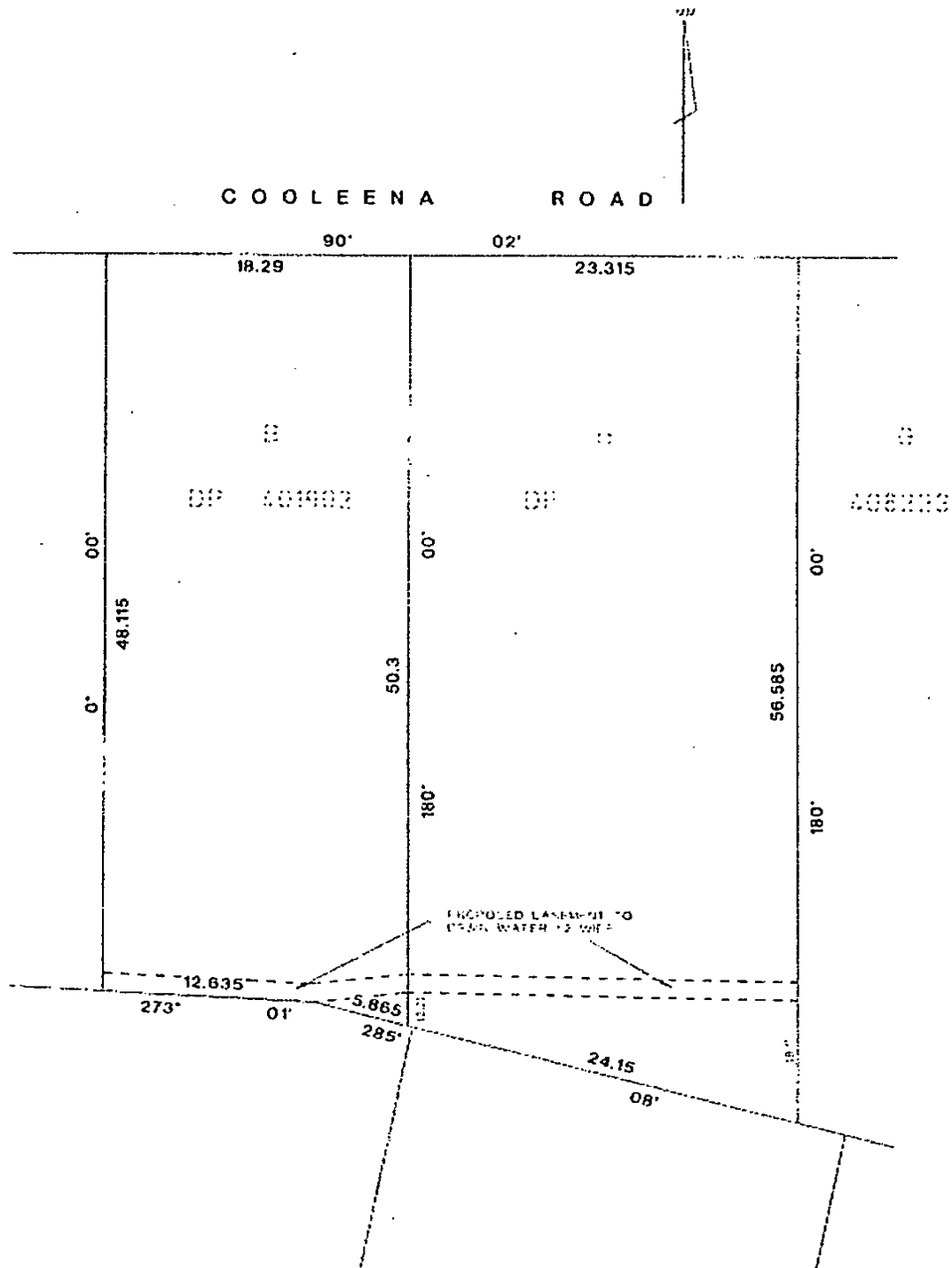
Occupation

Structerre Plan "A"

Iris Bell

DEED OF SETTLEMENT AND RELEASE

Easement Plan "B"



DEED OF SETTLEMENT AND RELEASE

Annexure B: S88 B

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan Plan of Easement to Drain Water 1.2 Wide over
Lot B in Deposited Plan 401902

**Full name and address
of the owner of the land:** Wendy Dzubieli
11 Cooleena Road, Elanora Heights NSW 2101

Part 1 (Creation)

Number of item shown in the intention panel of the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefitted lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 1.2 Wide	Lot B in Deposited Plan 401902	Lot G in Deposited Plan 408223

Part 2 (Terms)

Dictionary

"Drainage Works" means those works reasonably necessary to lay the drainage pipe and provide associated pits, shown on the Struterre Plan and Easement Plan, and includes
(i) any maintenance and repair work required from time to time;
(ii) any pipes, pits and on -site detention tank situated on the Benefited and/or Burdened lots.

"Easement Plan" means the plan of survey annexed and marked "B" setting out the location and dimensions of the stormwater drainage to be constructed consistent with the Struterre Plan.

"Grantee" means the owner from time to time of the Benefited Lot.

"Grantor" means the owner from time to time of the Burdened Lot.

"Notice" means a notice in writing, signed by or on behalf of the person issuing it , delivered personally or via registered post , and containing such details as may reasonably be required.

"Struterre Plan" means the plan created by Struterre and annexed hereto and marked A.

"Terminus a quo No. 2 Boundary" means the line marked on the Struterre Plan described as "line indicates northern extent of 'terminus a quo No 1' for Lot H and 'terminus a quo No 2' for lot B".

"Usual Working Hours" means 7.00am and 4.00pm on Monday to Saturday (and at any other time in an emergency).


The singular includes the plural, the male the female, "they" and "it" include "he" or "she", and vice versa, as the context so requires.

DEED OF SETTLEMENT AND RELEASE

Terms of Easement for Drainage

1. The Grantor grants the Grantee an easement for drainage of water, with the terms implied by Part 8 of Schedule 8 of the NSW *Conveyancing Act 1919*, duly modified as per the terms set out more fully below, and as more fully shown on the Structerre Plan and the Easement Plan.
2. When performing any **Drainage Works**, the Grantee must:
 - i. do such works substantially in accordance with the engineering details as shown on the Structerre Plan, including but not limited to the affixing of the pipe to the cliff face for the entire length so shown;
 - ii. use its best efforts to avoid any damage to the vegetation on the north side of the stone retaining wall depicted on the Structerre Plan;
 - iii. ensure such works are carried out as quickly as practicable and only during Usual Working Hours; and
 - iv. ensure any tradespersons engaged by it use only hand -held tools, implements and machinery.
3. The Grantee must, at its own costs:
 - i. keep any and all Drainage Works (including that situated on the Benefitted lot) in a state of ongoing good repair , including putting same into good working order should it fall out of repair, as may be required from time to time;
 - ii. use .all reasonable endeavours to access the Easement within the Terminus a quo No. 2 Boundary and remain within the Terminus a quo No.2 Boundary when carrying out maintenance and repairs to the Drainage Works situated on the Burdened lot.
4. The Grantee will be entitled, and the Grantor will consent to any variation to the Drainage Works required by council or any statutory authority having jurisdiction in the matter or any matter or thing required by the council or any statutory authority having jurisdiction in the matter, in connection with the Drainage Works and /or the Easement provided:
 - i. any variation is limited to and wholly within the location of the Easement granted as marked on the Easement Plan; and
 - ii. any pipe, conjugate or channel is to be underground or otherwise only affixed to the south face of the cliff at the south end of the Burdened lot.

Executed by Ianni Family Pty Limited ACN 163)
265 245 in accordance with section 127(1) of the)
Corporations Act 2001 by:)

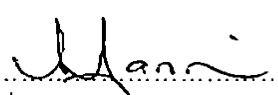

.....
Signature

Sandro Ianni

.....
Name of Authorised Officer

Director

.....
Office Held


.....
Signature

Liliana Ianni

.....
Name of Authorised Officer

Director

.....
Office Held

DEED OF SETTLEMENT AND RELEASE

Signed by Wendy Dzubiel in the presence of:

)
)
)

.....
Signature (Witness)

.....
Wendy Dzubiel

.....
Print Full Name

.....
Address

.....
Address

.....
Occupation

Executed by Greater Bank Limited ACN 087)
651 956 in accordance with section 127 of the)
Corporations Act by:

.....
Signature

.....
Signature

.....
Name of Authorised Officer

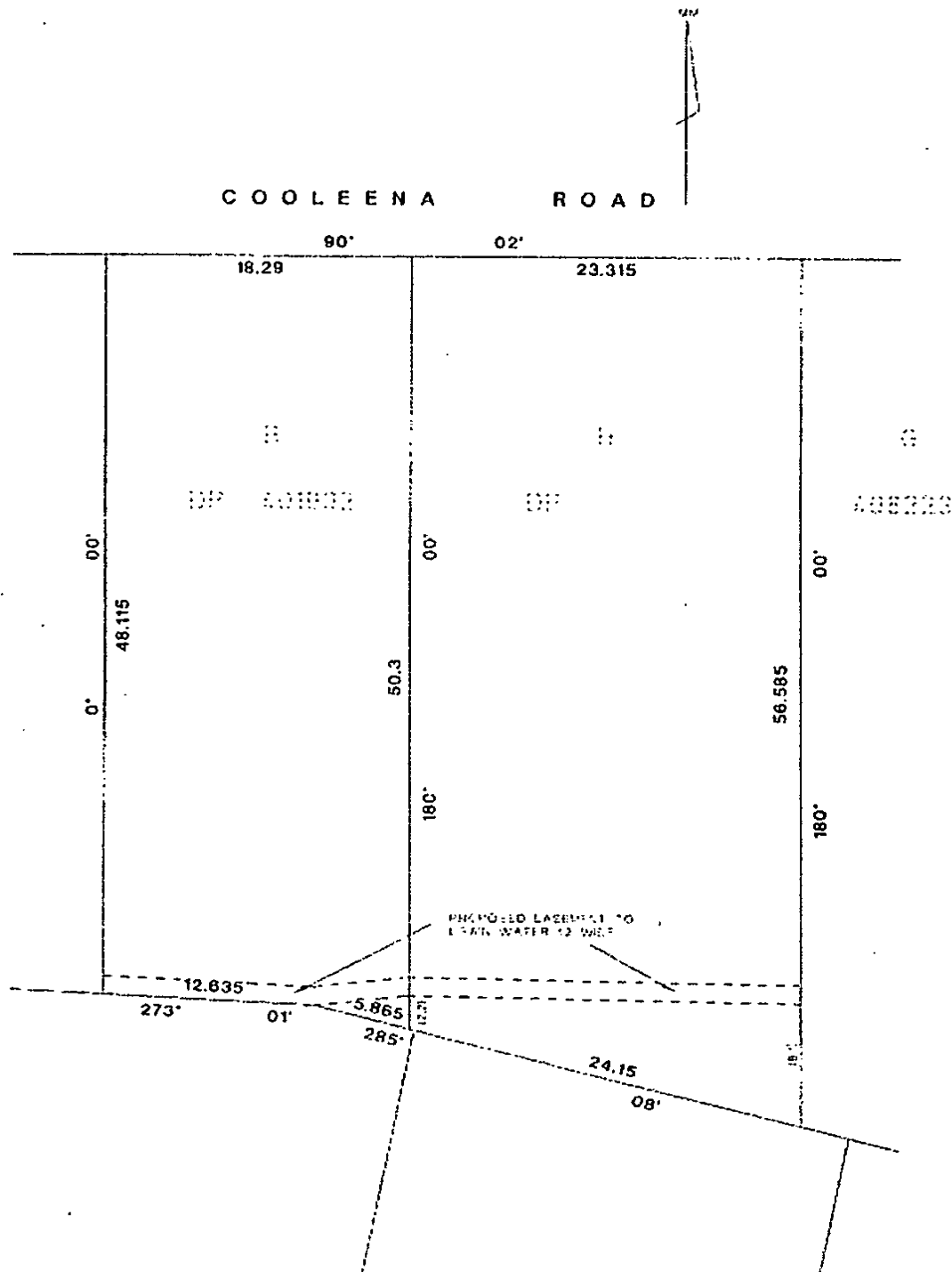
.....
Name of Authorised Officer

.....
Office Held

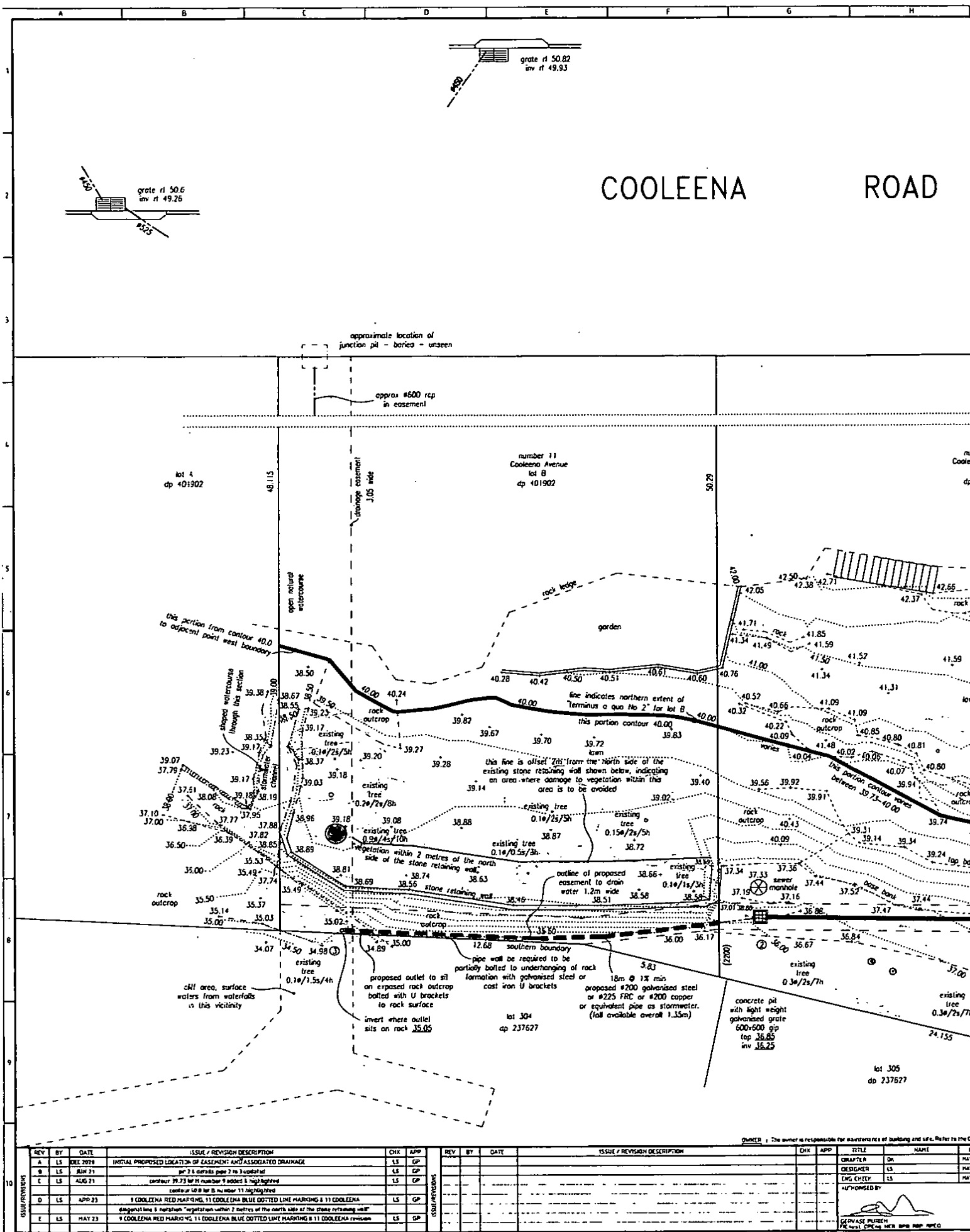
.....
Office Held

DEED OF SETTLEMENT AND RELEASE

Easement Plan "B"



COOLEENA ROAD



REV	BY	DATE	ISSUE / REVISION DESCRIPTION	CHK	APP	REV	BY	DATE	ISSUE / REVISION DESCRIPTION	CHK	APP	TITLE	DN	NAME	MA
A	LS	DEC 2078	INITIAL PROPOSED LOCATION OF EASEMENT AND ASSOCIATED DRAINAGE	LS	GP							CHAPTER	DN		MA
B	LS	JUN 71	rev 2 & details page 2 to 3 updated	LS	GP							DESIGNER	LS		MA
C	LS	AUG 71	centerline 39.73 for H number 9 added & highlighted centerline 40.8 for H number 11 highlighted	LS	GP							ENG CHIEF	LS		MA
D	LS	APP 23	9 COOLEENA RED MARKING, 11 COOLEENA BLUE DOTTED LINE MARKING & 11 COOLEENA demonstration & notation "vegetation within 2 metres of the north side of the stream retaining wall"	LS	GP							APPROVED BY			
E	LS	MAY 23	9 COOLEENA RED MARKING, 11 COOLEENA BLUE DOTTED LINE MARKING & 11 COOLEENA revision	LS	GP							DEWANE PURDEN			

OWNER : The owner is responsible for maintenance of building and safe. Refer to the C

20

DEED OF SETTLEMENT AND RELEASE

Annexure C

CONSENT ORDER

Form 44 (version 3)
UCPR 36.1A

CONSENT ORDER

COURT DETAILS

Court	Supreme Court of New South Wales
Division	Equity
List	Real Property
Registry	Sydney
Case number	2020/365402

TITLE OF PROCEEDINGS

Plaintiff Ianni Family Pty Ltd ACN 163 265 245

First defendant Iris Bell

Second Defendant Wendy Dzubiel

PREPARATION DETAILS

Prepared for	Ianni Family Pty Ltd, Plaintiff
Legal representative	Fiona Henderson, Schweizer Kobras
Legal representative reference	SKM[190389]
Contact name and telephone	Fiona Henderson, (02) 9223 9399
Contact email	fhenderson@schweizer.com.au

TERMS OF ORDER MADE BY THE COURT BY CONSENT

By consent of the Parties, the Court:

- 1 Orders that the proceedings be dismissed.
- 2 Makes no order as to costs.

Notation : The parties hereto have entered into a settlement deed dated XXXXXX,
resolving their differences as to the subject matter of these proceedings.

DEED OF SETTLEMENT AND RELEASE

Dated

SIGNATURES

First Plaintiff, consents.

Signature of legal representative

Capacity

Solicitor

Date of signature

Second Plaintiff, consents.

Signature of legal representative

Capacity

Solicitor

Date of signature

Third Plaintiff, consents.

Signature of legal representative

Capacity

Solicitor

Date of signature

Second Defendant, consents.

Signature of legal representative

Capacity

Solicitor

Date of signature

SEAL AND SIGNATURE

Court seal

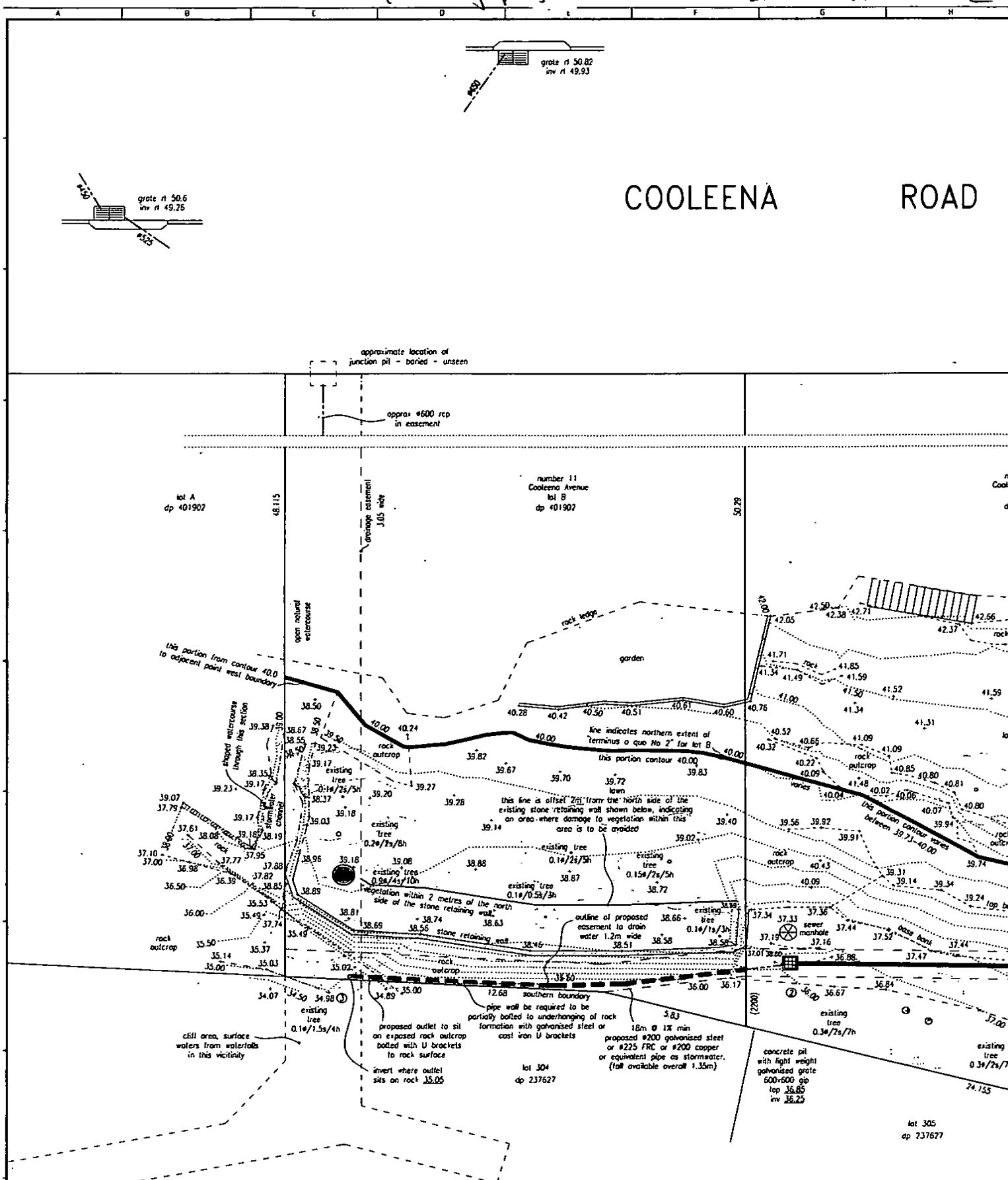
Signature


Capacity

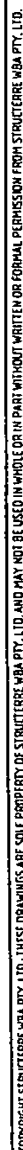
Date made or given


Date entered

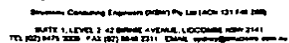
1. no other the following page is Annexure D - Structure



ISSUE/REVISIONS						OWNER						The owner is responsible for maintenance of building and site Refer to the					
REV	BY	DATE	ISSUE / REVISION DESCRIPTION	CHK	APP	REV	BY	DATE	ISSUE / REVISION DESCRIPTION	CHK	APP	TITLE	NAME				
A	LS	DEC 2019	INITIAL PROPOSED LOCATION OF GASEPIT AND ASSOCIATED DRAINAGE	LS	GP							DRAFTED	OM	HA			
B	LS	JUN 21	no 2 S. north side 2 m to 1 m north	LS	GP							DESIGNER	LS	HA			
C	LS	AUG 21	centre 39.73 lat 4 number 1 added & highlighted centre 48.8 lat 8 number 11 highlighted	LS	GP							ENG CHECK	LS	HA			
D	LS	APR 23	9 COOLEENA RED MARKING, 11 COOLEENA BLUE DOTTED LINE MARKING & 11 COOLEENA diagonal line & notation "vegetation within 2 metres of the north side of the stone retaining wall"	LS	GP							AUTHORISED BY 					
E	LS	MAY 23	9 COOLEENA RED MARKING, 11 COOLEENA BLUE DOTTED LINE MARKING & 11 COOLEENA revision	LS	GP							GEOVASE PURBEN THE FIRST COPELANDS NORTH BRIDGE ROAD PROJECT					



JE	MOD7M	CLIENT
1	N	SANDRO ILLANI
2		
3		
4		



CLIENT REF. No	N/A
SCALE	1:100
STRUCTURE JOB No.	3.19.13340.7
DRAWING REF. No	REV E

Instrument setting out terms of Easement intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 1 of 4 sheets)

Plan Plan of Easement to Drain Water 1.2 Wide over
Lot H in Deposited Plan 408223 and
Lot B in Deposited Plan 401902

**Full name and
address of the owner
of the land:** Iris Bell
9 Cooleena Road, Elanora Heights NSW 2101
(as regards Lot H in DP 408233)

And

Wendy Patricia Dzubiel
11 Cooleena Road, Elanora Heights NSW 2101
(as regards Lot B in DP 401902)

Part 1 (Creation)

Number of item shown in the intention panel of the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefitted lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 1.2 Wide	Lot H in DP 408223 Lot B in DP 401902	Lot G in DP 408223 Lot G in DP 408223

Part 2 (Terms)

Dictionary

"Drainage Works" means those works reasonably necessary to lay the drainage pipe and provide associated pits and detention tanks, shown on the Struction Plan and Easement Plan, and includes:

- (i) any maintenance and repair work required from time to time;
- (ii) any pipes, pits and on-site detention tank situated on the Benefitted and/or Burdened lots.

"Existing Trees" means trees shown on the Struction Plan.

"Grantee" means the owner from time to time of the Benefitted Lot.

"Grantor" means the owner from time to time of the Burdened Lot.

"Notice" means a notice in writing, signed by or on behalf of the person issuing it, delivered personally or via registered post, and containing such details as may reasonably be required.

"Structerre Plan" means the plan created by Structerre Consulting Engineering Job No. 3.19.13340.6 Rev C dated August 21 being annexure "D" to the Deed of Settlement and Release registered as dealing Book No..... For the avoidance of doubt, the registered proprietors of both the lot benefitted and the lots burdened by the Easement to Drain Water acknowledge and agree that the Structerre Plan identifies the Terminus a quo no. 1 Boundary and the Terminus a quo no. 2 Boundary.

"Terminus a quo no. 1 Boundary" means the line marked on the Structerre Plan described as "line indicates northern extent of 'terminus a quo No 1' for Lot H and 'terminus a quo No 2' for lot B".

"Terminus a quo no. 2 Boundary" means the line marked on the Structerre Plan described as "line indicates northern extent of 'terminus a quo No 1' for Lot H and 'terminus a quo No 2' for lot B".

"Usual Working Hours" means 7.00am and 4.00pm on Monday to Saturday (and at any other time in an emergency).

The singular includes the plural, the male the female, "they" and "it" include "he" or "she", and vice versa, as the context so requires.

Terms of Easement to Drain Water

1. The Grantor grants the Grantee an easement for drainage of water, with the terms implied by Part 8 of Schedule 8 of the NSW *Conveyancing Act 1919*, duly modified as per the terms set out more fully below, and as more fully shown on the Structerre Plan and Easement Plan.
2. When performing any *Drainage Works*, the Grantee must:
 - 2.1. do such works substantially in accordance with the engineering details as shown on the Structerre Plan, particularly but not limited to:
 - i. trenching the drainage pipe marked in red on the Structerre Plan underground for the entire length as shown on the Structerre Plan; and
 - ii. affixing the pipe to the cliff face for the entire length as shown on the Structerre Plan;
 - 2.2. use its best endeavours to:
 - i. avoid any damage to the Existing Trees noted on the Structerre Plan; and
 - ii. avoid any damage to the vegetation on the north side of the stone retaining wall identified in the Structerre Plan;
 - 2.3. ensure that any such works are carried out as quickly as practicable and only during the Usual Working Hours; and
 - 2.4. ensure that any tradespersons engaged by it, use only hand-held tools, implements and machinery.
3. The Grantee must, at its cost:

- 3.1. keep any and all Drainage Works (including that situated on the Benefitted lot) in a state of ongoing good repair, including putting same into good working order should it fall out of repair, as may be required from time to time; and
 - 3.2. use all reasonable endeavours to access the Easement within the Terminus a quo No. 1 Boundary and remain within the Terminus a quo No.1 Boundary when carrying out maintenance and repairs to the Drainage Works situated on the Burdened lot.
 - 3.3. use all reasonable endeavours to access the Easement within the Terminus a quo No. 2 Boundary and remain within the Terminus a quo No.2 Boundary when carrying out maintenance and repairs to the Drainage Works situated on the Burdened lot.
4. The Grantee will be entitled, and the Grantor will consent to any variation to the Drainage Works required by council or any statutory authority having jurisdiction in the matter or any matter or thing required by the council or any statutory authority having jurisdiction in the matter, in connection with the Drainage Works and /or the Easement provided:
- 4.1. any variation is limited to and wholly within the location of the Easement granted as marked on the Easement Plan; and
 - 4.2. no pipe, conjugate or channel is to be placed above the existing surface of the earth of the Burdened lot.
 - 4.3. any pipe, conjugate or channel is to be underground or otherwise only affixed to the south face of the cliff at the south end of the Burdened lot.

Executed by Ianni Family Pty Limited ACN 163 265 245 in accordance with section 127(1) of the Corporations Act 2001 by:
(Registered Proprietor of Lot G in DP 408223)

.....
Signature

Sandro Ianni

.....
Name of Authorised Officer

Director

.....
Office Held

Signed by Iris Bell in the presence of:

.....
Signature (Witness)

.....
Print Full Name

.....
Address

.....
Occupation

.....
Signature

Liliana Ianni

.....
Name of Authorised Officer

Director

.....
Office Held

.....
Iris Bell

Signed by Wendy Dzubieli in the presence of:)
)
)

.....
Signature (Witness)

.....
Wendy Dzubieli

.....
Print Full Name

.....
Address

.....
Occupation

Executed by Greater Bank Limited ACN 087)
651 956 in accordance with section 127 of the)
Corporations Act by:

.....
Signature

.....
Signature

.....
Name of Authorised Officer

.....
Name of Authorised Officer

.....
Office Held

.....
Office Held