

## SCHEDULE OF EASEMENTS

Registered Number

**NOTE:** THE SCHEDULE MUST BE SIGNED BY THE OWNERS  
& MORTGAGEES OF THE LAND AFFECTED.  
SIGNATURES MUST BE ATTESTED.

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### EASEMENTS AND PROFITS

Each lot on the plan is together with:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits a prendre described hereunder.

Each lot on the plan is subject to:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits a prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

Lot 1 is:

Subject To a right of drainage in gross (in favour of Clarence City Council) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH "C" passing through that lot on the plan;

Subject To a pipeline and services easement in gross (in favour of Taswater) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH "C" ("the Easement Land") passing through that lot on the plan.

Lot 14 is:

Subject To a right of drainage in gross (in favour of Clarence City Council) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH "B" passing through that lot on the plan;

Subject To a pipeline and services easement in gross (in favour of Taswater) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH "B" ("the Easement Land") passing through that lot on the plan.

Lot 15 is:

Subject To a right of drainage in gross (in favour of Clarence City Council) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH "B" passing through that lot on the plan;

Subject To a pipeline and services easement in gross (in favour of Taswater) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH "B" ("the Easement Land") passing through that lot on the plan.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: MALWOOD P/L

FOLIO REF: 169863/200

SOLICITOR  
& REFERENCE: MURDOCH CLARKE

PLAN SEALED BY: CLARENCE CITY COUNCIL

DATE:

SD - 2011/30  
REF NO.

.....  
Council Delegate

**NOTE:** The Council Delegate must sign the Certificate for the purposes of identification.

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Lot 17 is:

Subject To a right of drainage in gross (in favour of Clarence City Council) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH "D" passing through that lot on the plan;

Subject To a pipeline and services easement in gross (in favour of Taswater) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH "D" ("the Easement Land") passing through that lot on the plan.

Lot 18 is:

Subject To a right of drainage in gross (in favour of Clarence City Council) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH "D" passing through that lot on the plan;

Subject To a pipeline and services easement in gross (in favour of Taswater) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH "D" ("the Easement Land") passing through that lot on the plan.

Lot 50 is:

Together With a right of drainage over the land marked DRAINAGE EASEMENT 3.00 WIDE on the plan.

Lot 100 is:

Subject To a pipeline easement created by and more fully set forth in Sealed Plan 148472 (appurtenant to lot 1 on Sealed Plan 148472) over the land marked PIPELINE EASEMENT VARIABLE WIDTH passing through that lot on the plan;

Subject to a pipeline and services easement in gross (in favour of TasWater) over the land marked PIPELINE EASEMENT VARIABLE WIDTH ("the Easement Land") passing through that lot on the plan.

**COVENANTS**

The owners of lots 1, 2 & 13-20, on the plan covenant with the Vendors, Clarence City Council and the owners for the time being of every other lot shown on the plan to the intent that the burden of this covenant may run with and bind the covenantors lot and every part thereof and that the benefit thereof shall be annexed to and devolved with each and every lot shown on the plan and with the Clarence City Council to observe the following stipulation -

1. Not to develop a habitable building on such lot unless it is located and constructed in accordance with BAL 19 in AS 3959-2009 Construction of Buildings in Bushfire Prone Areas

**NOTE:** Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

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FENCING PROVISION

In respect to the lots on the plan (except lots 100 and 101) the Vendor (Malwood Pty Ltd) shall not be required to fence.

INTERPRETATION

"TasWater" means the Tasmanian Water and Sewerage Corporation Pty Limited its successors & assigns

"Pipeline and services easement" means-

THE FULL RIGHT AND LIBERTY for the TasWater at all times to:

- (1) enter and remain upon the Easement Land with or without employees, contractors, agents and all other persons duly authorised by it and with or without machinery, vehicles, plant and equipment;
- (2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;
- (3) install, retain, operate, modify, relocate, maintain, inspect, cleanse and repair the Infrastructure;
- (4) remove and replace the Infrastructure;
- (5) run and pass sewage, water and electricity through and along the Infrastructure;
- (6) do all works reasonably required in connection with such activities or as may be authorised or required by any law:
  - (a) without doing unnecessary damage to the Easement Land; and
  - (b) leaving the Easement Land in a clean and tidy condition; and
- (7) if the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and all other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any then existing vehicle entry and cross the Lot to the Easement Land; and
- (8) use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land, TasWater reinstating any damage that it causes in doing so to any boundary fence of the Lot

**PROVIDED ALWAYS THAT:**

- (1) The registered proprietors of the Lot in the folio of the Register ("the Owner") must not without the written consent of TasWater first had and obtained (which cannot be unreasonably refused) and only in compliance with any conditions which form the consent:
  - (a) alter, excavate, plough, drill or otherwise penetrate the ground level of the Easement Land;

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- (b) install, erect or plant any building, structure, fence, pit, well, footing, pipeline, paving, tree, shrub or other object on or in the Easement Land;
  - (c) remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land;
  - (d) do anything which will or might damage or contribute to damage to any of the Infrastructure on or in the Easement Land;
  - (e) in any way prevent or interfere with the proper exercise and benefit of the Easement Land by TasWater or its employees, contractors, agents and all other persons duly authorised by it; or
  - (f) permit or allow any action which the Owner must not do or acquiesce in that action.
- (2) TasWater is not required to fence any part of the Easement Land.
- (3) The Owner may erect a fence across the Easement Land at the boundaries of the Lot.
- (4) The Owner may erect a gate across any part of the Easement Land subject to these conditions:
- (a) the Owner must provide TasWater with a key to any lock which would prevent the opening of the gate; and
  - (b) if the Owner does not provide TasWater with that key or the key provided does not fit the lock, TasWater may cut the lock from the gate.
- (5) If the Owner causes damage to any of the Infrastructure, the Owner is liable for the actual cost to TasWater of the repair of the Infrastructure damaged.
- (6) If the Owner fails to comply with any of the preceding conditions, without forfeiting any right of action, damages or otherwise against the Owner, TasWater may:
- (a) reinstate the ground level of the Easement Land; or
  - (b) remove from the Easement Land any building, structure, pit, well, footing, pipeline, paving, tree, shrub or other object; or
  - (c) replace anything that supported, protected or covered the Infrastructure.

"Infrastructure" means-

Infrastructure owned or for which TasWater is responsible and includes but is not limited to-

- (a) sewer pipes and water pipes and associated valves;
- (b) telemetry and monitoring devices;
- (c) inspection and access pits;
- (d) power poles and lines, electrical wires, electrical cables and other conducting media (excluding telemetry and monitoring devices);
- (e) markers or signs indicating the location of the Easement Land, the Infrastructure or any warnings or restrictions with respect to the Easement Land or the Infrastructure;
- (f) anything reasonably required to support, protect or cover any of the Infrastructure;

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- (g) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water, or the running of electricity, through the Easement Land or monitoring or managing that activity; and
- (h) where the context permits, any part of the Infrastructure

Executed by MALWOOD PTY LTD (ACN 009 577 931) under section 127  
of the Corporations Act 2001 by being signed by two directors-


Director: 

Frederick James Grant

Director: 

Terence Scott Cromer

**EXECUTED by MURDOCH CLARKE MORTGAGE )**  
**MANAGEMENT LIMITED ACN 115 958 560 as )**  
Responsible Entity of the **MURDOCH CLARKE )**  
**MORTGAGE FUND ARSN 093 255 559 by its duly )**  
authorised Attorney **PAUL KUZIS )**  
pursuant to Power of Attorney registered on 23<sup>rd</sup> May )  
2013 Registered Number PA83232 having received )  
no notice of the revocation thereof )

  
.....  
PAUL KUZIS

WITNESS SIGNATURE: 

FULL NAME OF WITNESS: **Robert John Badenach**

OCCUPATION OF WITNESS: **Solicitor**

ADDRESS OF WITNESS: **10 Victoria St**

**HOBART TAS 7000**

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