

SCHEDULE OF EASEMENTS	Registered Number SP 175675
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	

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.

EXISTING EASEMENTS CARRIED FORWARD FROM SEALED PLAN 172457

Lot 100 on the plan is subject to a right of drainage appurtenant to Lot 1 on Sealed Plan 123212 over the strips of land marked DRAINAGE EASEMENT 2.00 WIDE ~~and PIPELINE EASEMENT 2.00 WIDE~~ on the plan.

Lot 100 on the plan is subject to a pipeline easement (more particularly defined in Sealed Plan 123212) appurtenant to Lot 1 on Sealed Plan 123212 over the strip of land marked PIPELINE EASEMENT 2.00 WIDE on the plan.

All of the lots on the plan are together with a right of drainage over the DRAINAGE EASEMENT 2.00 WIDE shown on ~~plan 153932~~ the Plan.

Lot 100 on the plan is subject to a service easement (more particularly described in SP 144655) appurtenant to Lot 1 on Sealed Plan 144655 over the strip of land marked SERVICE EASEMENT (VARIABLE WIDTH) (SP. 144655) and SERVICE EASEMENT (SP. 123212) on the plan.

Lot 100 on the plan is subject to a right of drainage appurtenant to Lot 1 on Sealed Plan 144655 over the strip of land marked DRAINAGE EASEMENT 2.00 WIDE on the plan.

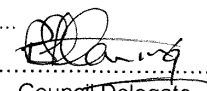
Lot 13 on the plan is subject to a right of carriage way appurtenant to Lot 14 on Sealed Plan 172457 over the strip of land marked R.O.W "B" (PRIVATE) 4.00 Wide on the plan.

All of the Lots on the plan are together with a right of carriage way over that part of Lot 14 on Sealed Plan 172457 as is marked RIGHT OF WAY (PRIVATE) 4.00 WIDE ~~on Sealed Plan 172457~~ (SP172457) on the Plan.

NEW EASEMENTS CREATED

Lots 6, 7, 8, 9, 10, 11, 12 and 13 on the Plan (the "Lot") are SUBJECT TO a **PIPELINE AND SERVICES EASEMENT** in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Limited, its successors and assigns ("TasWater") over the strips of land marked DRAINAGE, PIPELINE AND SERVICES EASEMENT 3.00 WIDE on the plan ("the Easement Land").

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REF: Volume: 172457 Folio 1 SOLICITOR & REFERENCE: MURDOCH CLARKE (LNG 1800271)	PLAN SEALED BY: HOBART CITY COUNCIL DATE: <u>30-8-2018</u> <u>00620-20/05</u> REF NO.	 Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.		

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 10 PAGES	Registered Number SP 175675
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME 172457 FOLIO 1	

Lot 7 on the Plan (the "Lot") is SUBJECT TO a **PIPELINE AND SERVICES EASEMENT** in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Limited, its successors and assigns ("TasWater") over the strip of land passing through the Lot marked DRAINAGE, PIPELINE AND SERVICES EASEMENT 3.00 WIDE & VARIABLE WIDTH on the plan ("the Easement Land").

Lot 15 on the Plan (the "Lot") is SUBJECT TO a **PIPELINE AND SERVICES EASEMENT** in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Limited, its successors and assigns ("TasWater") over the strip of land passing through the Lot marked DRAINAGE, PIPELINE AND SERVICES EASEMENT 3.10 WIDE on the plan ("the Easement Land").

Lots 6, 7, 8, 9, 10, 11, 12 and 13 on the plan are subject to a right of drainage in gross in favour of the Hobart City Council over the strips of land respectively passing through those lots marked DRAINAGE, PIPELINE AND SERVICES EASEMENT 3.00 WIDE on the plan.

Lot 1 on the plan is subject to a right of drainage in gross in favour of the Hobart City Council over the strip of land passing through Lot 1 marked DRAINAGE EASEMENT 2.00 WIDE on the plan.

Lots 11 and 12 on the plan are subject to a right of drainage in gross in favour of the Hobart City Council over the strips of land respectively passing through those lots marked DRAINAGE EASEMENT 3.00 WIDE on the plan.

Lot 7 on the plan is subject to a right of drainage in gross in favour of the Hobart City Council over the strip of land passing through Lot 7 marked DRAINAGE, PIPELINE AND SERVICES EASEMENT 3.00 WIDE & VARIABLE WIDTH on the plan.

Lot 15 on the plan is subject to a right of drainage in gross in favour of the Hobart City Council over the strip of land passing through lot 15 marked DRAINAGE, PIPELINE AND SERVICES EASEMENT 3.10 WIDE on the plan.

Lot 16 on the plan is subject to a right of drainage in gross in favour of the Hobart City Council over the strip of land passing through Lot 16 marked DRAINAGE EASEMENT 3.00 WIDE AND VARIABLE WIDTH on the plan.

Signed by REDLANDS TRADING PTY LTD (ACN 122 571 028)

by authority of its Directors
in accordance with Section 127 of the Corporations Act:

.....
Timothy Henry Jenkins
(Director)

.....
Susan Jenkins
(Director/Secretary)

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.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 10 PAGES	Registered Number SP 175675
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME 172457 FOLIO 1	

Lot 3 on the plan is subject to a right of carriage way appurtenant to Lot 2 on the plan over the strip of land marked RIGHT OF WAY "F" (PRIVATE) 5.00 WIDE on the plan.

Lot 2 on the plan is together with a right of carriage way over the strip of land marked RIGHT OF WAY "F" (PRIVATE) 5.00 WIDE shown passing through Lot 3 on the plan.

Lot 9 on the plan is subject to a right of carriage way appurtenant to Lot 10 on the plan over the strip of land marked RIGHT OF WAY "G" (PRIVATE) 3.60 WIDE on the plan.

Lot 10 on the plan is together with a right of carriage way over the strip of land marked RIGHT OF WAY "G" (PRIVATE) 3.60 WIDE shown passing through Lot 9 on the plan.

Lot 10 on the plan is subject to a right of carriage way appurtenant to Lot 9 on the plan over the strip of land marked RIGHT OF WAY "H" (PRIVATE) 6.00 WIDE & 2.40 WIDE on the plan.

Lot 9 on the plan is together with a right of carriage way over the strip of land marked RIGHT OF WAY "H" (PRIVATE) 6.00 WIDE & 2.40 WIDE shown passing through Lot 10 on the plan.

Lot 12 on the plan is subject to a right of carriage way appurtenant to Lots 9, 10 and 11 on the plan over the strip of land marked RIGHT OF WAY "I" (PRIVATE) 6.00 WIDE & VARIABLE WIDTH shown passing through Lot 12 on the plan.

Lots 9, 10 and 11 on the plan are together with a right of carriage way over the strip of land marked RIGHT OF WAY "I" (PRIVATE) 6.00 WIDE & VARIABLE WIDTH shown passing through Lot 12 on the plan.

Lot 13 on the plan is subject to a right of carriage way appurtenant to Lots 9, 10, 11 and 12 on the plan over the strip of land marked RIGHT OF WAY "J" (PRIVATE) VARIABLE WIDTH shown passing through Lot 13 on the plan.

Lots 9, 10, 11 and 12 on the plan are together with a right of carriage way over the strip of land marked RIGHT OF WAY "J" (PRIVATE) VARIABLE WIDTH shown passing through Lot 13 on the plan.

Lot 13 on the plan is subject to a right of carriage way appurtenant to Lots 9, 10, 11 and 12 on the plan over the strip of land marked R.O.W "B" (PRIVATE) 4.00 Wide on the plan.

Signed by REDLANDS TRADING PTY LTD (ACN 122 571 028)
by authority of its Directors
in accordance with Section 127 of the Corporations Act:

.....
Timothy Henry Jenkins
(Director)

.....
Susan Jenkins
(Director/Secretary)

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.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 10 PAGES	Registered Number SP 175675
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME 172457 FOLIO 1	

Lots 9, 10, 11 and 12 on the plan are together with a right of carriage way over the strip of land marked R.O.W "B" 4.00 (PRIVATE) Wide shown passing through Lot 13 on the plan.

Lot 12 on the plan is subject to a right of carriage way appurtenant to Lots 9, 10, 11 and 13 on the plan over the strip of land marked R.O.W "A" (PRIVATE) 4.00 Wide on the plan.

Lots 9, 10, 11 and 13 on the plan are together with a right of carriage way appurtenant over the strip of land marked R.O.W "A" (PRIVATE) 4.00 Wide shown passing through Lot 12 on the plan.

Lot 10 on the plan is subject to an Embankment Easement (as hereinafter defined) appurtenant to Lot 9 on the plan over the strip of land marked EMBANKMENT EASEMENT VARIABLE WIDTH shown passing through Lot 10 on the plan.

Lot 9 on the plan is together with an Embankment Easement (as hereinafter defined) over the strip of land marked EMBANKMENT EASEMENT VARIABLE WIDTH shown passing through Lot 10 on the plan.

Lot 12 on the plan is subject to an Embankment Easement (as hereinafter defined) appurtenant to Lots 9, 10, 11 and 13 on the plan over the strip of land marked EMBANKMENT EASEMENT VARIABLE WIDTH shown passing through Lot 12 on the plan.

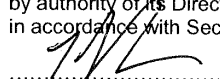
Lots 9, 10 11 and 13 on the plan are together with an Embankment Easement (as hereinafter defined) over the strip of land marked EMBANKMENT EASEMENT VARIABLE WIDTH shown passing through Lot 12 on the plan.


Lot 13 on the plan is subject to an Embankment Easement (as hereinafter defined) appurtenant to Lots 9, 10, 11 and 12 on the plan over the strip of land marked EMBANKMENT EASEMENT VARIABLE WIDTH shown passing through Lot 13 on the plan.

Lots 9, 10, 11 and 12 on the plan are together with an Embankment Easement (as hereinafter defined) over the strip of land marked EMBANKMENT EASEMENT VARIABLE WIDTH shown passing through Lot 13 on the plan.

Lots 6 and 7 on the plan are subject to a Retaining Wall Maintenance Easement (as hereinafter defined) in gross in favour of the Hobart City Council over the strips of land respectively passing through those lots marked RETAINING WALL MAINTENANCE EASEMENT 3.00 WIDE AND 2.00 WIDE on the plan.

Signed by **REDLANDS TRADING PTY LTD (ACN 122 571 028)**
by authority of its Directors
in accordance with Section 127 of the Corporations Act:


Timothy Henry Jenkins
(Director)


Susan Jenkins
(Director/Secretary)

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.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 5 OF 10 PAGES	Registered Number SP 175675
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME 172457 FOLIO 1	

Lots 7, 8, 9, 10 and 11 on the plan are subject to an Embankment Easement B (as hereinafter defined) in gross in favour of the Hobart City Council over the strips of land respectively passing through those lots marked EMBANKMENT EASEMENT "B" VARIABLE WIDTH on the plan.

EXISTING COVENANTS CARRIED FORWARD FROM INSTRUMENT CREATING RESTRICTIVE COVENANTS C663527

All of the lots on the plan are affected by the restrictive covenant set forth in instrument C663527.

NEW FENCING PROVISION CREATED

In respect to the lots on the plan the Vendor Redlands Trading Pty Ltd shall not be required to fence.

NEW COVENANTS CREATED

The owner or owners for the time being of Lot 15 on the plan covenant with the Hobart City Council 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 benefit the Hobart City Council to observe the following stipulation:

- (a) Not to construct, erect or place or permit to be constructed, erected or placed any dwelling, building or structure within 8 metres of the northern boundary of Lot 15 without the prior written approval of the Hobart City Council.

The owner or owners for the time being of Lot 17 on the plan covenant with the Hobart City Council to the intent that the burden of these covenants may run with and bind the covenantors lot and every part thereof and that the benefit thereof shall benefit the Hobart City Council to observe the following stipulation:

- (a) Not to construct, erect or place or permit to be constructed, erected or placed any dwelling, building or structure within that part of Lot 17 as is marked ~~Building Exclusion Zone A B C D E~~ on the plan without the prior written consent of the Hobart City Council. FG

Signed by REDLANDS TRADING PTY LTD (ACN 122 571 028)
by authority of its Directors
in accordance with Section 127 of the Corporations Act:

.....
Timothy Henry Jenkins
(Director)

.....
Susan Jenkins
(Director/Secretary)

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.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 6 OF 10 PAGES	Registered Number SP 175675
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME 172457 FOLIO 1	

INTERPRETATION

Embankment Easement means THE FULL AND FREE RIGHT for any person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every other person authorised by such person to maintain or renew the embankment which provides stability to the roadway/accessway which is adjacent to the said lands with THE FULL AND FREE RIGHT for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof which with the right shall be capable of enjoyment, and every other person authorised by such person to enter on the servient land with or without workmen materials and vehicles for the purposes of maintaining or renewing the embankment exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the servient land but not precluding the servient tenements, subject to approval of the local authority, from constructing or erecting any structure on the land as required to provide access to any part of, or to maintain stability of the servient lots.

"Embankment Easement B" means the full and free right and liberty for the Hobart City Council its heirs assigns and employees, contractors and agents to enter upon the land to carry out any works from time to time that may be necessary to retain and maintain the earthworks and drainage associated with the local highway (as defined by the Local Government Highway Act 2002) but not precluding the servient tenements, subject to approval of the local authority, from constructing or erecting any structure on the land as required to provide access to any part of, or to maintain stability of the servient lots.

"Retaining Wall Maintenance Easement" means the full and free right and liberty at all times for the Hobart City Council its heirs assigns and employees, contractors and agents to rest, support, intrude, excavate, maintain, repair, replace or renew any highway infrastructure, including walls, and other structural improvements protruding into, upon or adjacent to that part of the servient tenement shown on the Plan including carry on works on the servient tenement for the purpose of inspecting, repairing, maintaining, renewing and replacing a highway retaining wall, within the local highway (as defined by the Local Government Highways Act 1982) or any part of the wall, and for that purpose to bring upon the servient tenement any material, machinery and other things, but so as to cause as little inconvenience and damage as reasonably possible to the servient tenement, and provided that any damage occasioned in doing so must be made good and the servient tenement shall not without the written consent of the Hobart City Council first had and obtained:-

- i. Alter or permit to be altered the ground level of the said land;

Signed by REDLANDS TRADING PTY LTD (ACN 122 571 028)
by authority of its Directors
in accordance with Section 127 of the Corporations Act:

.....
Timothy Henry Jenkins
(Director)

.....
Susan Jenkins
(Director/Secretary)

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.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 7 OF 10 PAGES	Registered Number SP 175675
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME 172457 FOLIO 1	

- ii. Erect or permit to be erected any building or structure on or in the said land; but not precluding the servient tenement(s), subject to approval of the Hobart City Council, from constructing or erecting any structure on the land as required to provide access to any part of the servient lot(s);
- iii. Do or permit to be done any manner of things which shall damage or be likely to cause damage to the highway retaining wall or other infrastructure owned by the Hobart City Council on the said land or adjacent land;
- iv. In any way prevent or interfere with the proper exercise and benefit of this easement by the Hobart City Council or its workmen, servants, contractors, agents and all other persons duly authorised by it; or
- v. Place any obstruction which would unreasonably restrict access to the said land.

PIPELINE AND SERVICES EASEMENT is defined as follows:-

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:
 - (1) without doing unnecessary damage to the Easement Land; and
 - (2) 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

Signed by **REDLANDS TRADING PTY LTD (ACN 122 571 028)**

by authority of its Directors
in accordance with Section 127 of the Corporations Act:

.....
Timothy Henry Jenkins
(Director)

.....
Susan Jenkins
(Director/Secretary)

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.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 8 OF 10 PAGES	Registered Number SP 175675
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME 172457 FOLIO 1	

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 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;
 - (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 any thing 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.

Signed by **REDLANDS TRADING PTY LTD (ACN 122 571 028)**
by authority of its Directors
in accordance with Section 127 of the Corporations Act:

.....
Timothy Henry Jenkins
(Director)

.....
Susan Jenkins
(Director/Secretary)

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.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 9 OF 10 PAGES	Registered Number SP 175675
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME 172457 FOLIO 1	

- (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.

Signed by REDLANDS TRADING PTY LTD (ACN 122 571 028)
by authority of its Directors
in accordance with Section 127 of the Corporations Act:

.....
Timothy Henry Jenkins
(Director)

.....
Susan Jenkins
(Director/Secretary)

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.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 10 OF 10 PAGES	Registered Number SP 175675
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME 172457 FOLIO 1	

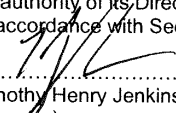
EXECUTED BY **NATIONAL AUSTRALIA BANK LIMITED** as Mortgagee
pursuant to Mortgage No. E105522:


Dated this 28th day of August 2018
 Executed by the **NATIONAL AUSTRALIA BANK LIMITED**
 by its Attorney Grey Bugganes
 who holds the position of Level 3 Attorney
 under Power of Attorney No. PA 18631
 (who declares that he/she has received no notice
 of revocation of the said Power) in the presence of:)



STEPHEN BUGG
Business Banking Manager

Signed by **REDLANDS TRADING PTY LTD (ACN 122 571 028)**
 by authority of its Directors
 in accordance with Section 127 of the Corporations Act:


 Timothy Henry Jenkins
 (Director)


 Susan Jenkins
 (Director/Secretary)

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.