

**SCHEDULE OF EASEMENTS**

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

Registered Number

**SP 177 925**

PAGE 1 OF 8 PAGE/S

**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.

Lots 100, 201, 202, 203, 204, 205, 213, 214, 215, 216 and 217 on the plan are each subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of each respective lot shown as PIPELINE EASEMENT 'A' 3.00 WIDE (SP170969) on the plan.

Lots 217, 218 and 219 on the plan are each subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of each respective lot shown as PIPELINE & SERVICES EASEMENT 'B' 2.50 WIDE (SP175749) on the plan.

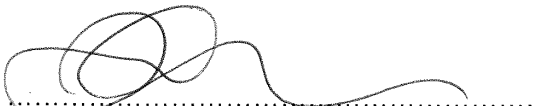
Lot 257 on the plan is subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of the lot shown as PIPELINE & SERVICES EASEMENT 'C' 3.50 WIDE on the plan.


Lot 257 on the plan is subject to a Drainage Easement (appurtenant to Brighton Council) over that part of the lot shown as DRAINAGE EASEMENT 'C' 3.50 WIDE on the plan.

Lots 233, 244 and 257 on the plan are each subject to a Drainage Easement (appurtenant) to Brighton Council) over that part of each respective lot shown as DRAINAGE EASEMENT 'D' 2.50 WIDE on the plan.


Lots 230, 231, 232, 233, 256 and 257 on the plan are each subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of each respective lot shown as PIPELINE & SERVICES EASEMENT 'E' 2.50 WIDE on the plan.

Lot 239 on the plan is subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of the lot shown as PIPELINE & SERVICES EASEMENT 'F' 3.50 WIDE on the plan.

  
Louise Alicia Mollross – Attorney

  
Richard Mark Grueber - Attorney

(USE ANNEXURE PAGES FOR CONTINUATION)

<p>SUBDIVIDER: P &amp; K GROUP PTY LTD FOLIO REF: 176694/2013 SOLICITOR &amp; REFERENCE: Ogilvie Jennings LAM</p>	<p>PLAN SEALED BY: Brighton Council DATE: 14/11/2019 542007/70 REF NO.  Council Delegate</p>
<p><b>NOTE:</b> The Council Delegate must sign the Certificate for the purposes of identification.</p>	

<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b> PAGE 2 OF 8 PAGES	Registered Number <b>SP 177 925</b>
SUBDIVIDER: P & K GROUP PTY LTD FOLIO REFERENCE: 176694/2013	

Lot 239 on the plan is subject to a Drainage Easement (appurtenant to Brighton Council) over that part of the lot shown as DRAINAGE EASEMENT 'F' 3.50 WIDE on the plan.

Lots 223, 252, 253, 254, 255 and 256 on the plan are each subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of each respective lot shown as PIPELINE & SERVICES EASEMENT 'G' 2.50 WIDE on the plan.

Lot 223 on the plan is subject to a Drainage Easement (appurtenant to Brighton Council) over that part of the lot shown as DRAINAGE EASEMENT 'H' 2.50 WIDE on the plan.

Lots 220, 221 and 222 on the plan are each subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of each respective lot shown as PIPELINE & SERVICES EASEMENT 'I' 3.50 WIDE on the plan.

Lot 220, 221 and 222 on the plan are each subject to a Drainage Easement (appurtenant to Brighton Council) over that part of each respective lot shown as DRAINAGE EASEMENT 'I' 3.50 WIDE on the plan.

Lots 209, 210, 211 and 212 on the plan are each subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of each respective lot shown as PIPELINE & SERVICES EASEMENT 'J' 3.00 WIDE on the plan.



Lots 207, 237, 238 and 239 on the plan are each subject to a Drainage Easement (appurtenant to Brighton Council) over that part of each respective lot shown as DRAINAGE EASEMENT 'K' (VARIABLE WIDTH) on the plan.

Lots 207, 237, 238 and 239 on the plan are each subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of each respective lot shown as PIPELINE & SERVICES EASEMENT 'K' (VARIABLE WIDTH) on the plan.

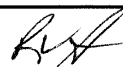
Lot 2014 on the plan is subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of the lot shown as PIPELINE & SERVICES EASEMENT 'L' 2.50 WIDE on the plan.

Lot 2014 on the plan is subject to a Drainage Easement (appurtenant to Brighton Council) over that part of the lot shown as DRAINAGE EASEMENT 'M' 2.50 WIDE on the plan.

Lot 2014 on the plan is subject to a Drainage Easement (appurtenant to Brighton Council) over that part of the lot shown as DRAINAGE EASEMENT 'N' (VARIABLE WIDTH) on the plan.

  
Louise Alicia Mollross – Attorney  
Richard Mark Grueber – Attorney

**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.



<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b> PAGE 3 OF 8 PAGES	Registered Number <b>SP 177 9 25</b>
SUBDIVIDER: P & K GROUP PTY LTD FOLIO REFERENCE: 176694/2013	

Lot 2014 on the plan is subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of the lot shown as PIPELINE & SERVICES EASEMENT 'N' (VARIABLE WIDTH) on the plan.

Lot 2014 on the plan is subject to a Drainage Easement (appurtenant to Brighton Council) over that part of the lot shown as DRAINAGE EASEMENT 'O' (VARIABLE WIDTH) on the plan.

Lot 2014 on the plan is subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of the lot shown as PIPELINE & SERVICES EASEMENT 'P' 2.50 WIDE on the plan.

Lot 2014 on the plan is subject to a Drainage Easement (appurtenant to Brighton Council) over that part of the lot shown as DRAINAGE EASEMENT 'Q' 2.50 WIDE on the plan.

Lot 2014 on the plan is subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of the lot shown as PIPELINE & SERVICES EASEMENT 'R' 3.00 WIDE on the plan.

Lot 2014 on the plan is subject to a Drainage Easement (appurtenant to Brighton Council) over that part of the lot shown as DRAINAGE EASEMENT 'R' 3.00 WIDE on the plan.

Lot 2014 on the plan is subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of the lot shown as PIPELINE & SERVICES EASEMENT 'S' 2.50 WIDE on the plan.

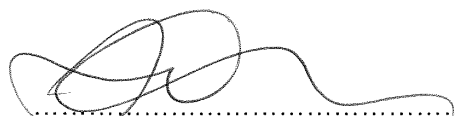
Lot 2014 on the plan is subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of the lot shown as PIPELINE & SERVICES EASEMENT 'T' 2.50 WIDE on the plan.

Lot 2014 on the plan is subject to a Right of Carriageway (appurtenant to lot 1 on SP171498) over that part of the lot shown as RIGHT OF WAY (PRIVATE) 10.00 WIDE (SP171498) on the plan.

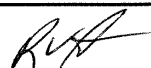
Lot 2014 on the plan is subject to a Pipeline and Services Easement (appurtenant to TasWater) <sup>and lot 1 on SP171498</sup> over that part of the lot shown as PIPELINE & SERVICES EASEMENT (SP171498) on the plan.

Lots 100 and 2014 on the plan are each subject to a Pipeline and Services Easement (appurtenant to TasWater) over that part of each respective lot shown as PIPELINE EASEMENT 'B' 3.00 WIDE (SP170969) on the plan.

Lot 2014 on the plan is subject to a Right of Carriageway (appurtenant to lot 1 on SP171498) over that part of the lot shown as RIGHT OF WAY (PRIVATE) (SP171498) on the plan.

  
Louise Alicia Mollross – Attorney  
Richard Mark Grueber - Attorney

**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.



<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b> PAGE 4 OF 8 PAGES	Registered Number <b>SP 177 9 25</b>
SUBDIVIDER: P & K GROUP PTY LTD FOLIO REFERENCE: 176694/2013	

Lot 2014 on the plan is together with a Drainage Easement over that area shown as DRAINAGE EASEMENT 4.57 WIDE (D52179) (CREATED BY B989005) on the plan.

Lot 2014 on the plan is together with an Easement for Drainage and Sewerage over the land marked DRAINAGE EASEMENT 4.57 WIDE KL on Plan ~~176694~~ with a right at all times to enter upon the said land for the purposes of constructing, repairing and cleaning the drain constructed for drainage and sewerage purposes from the said land as set forth in folio of the Register Volume 444 Folio 18.

### INTERPRETATION

“**TasWater**” means: Tasmanian Water and Sewerage Corporation Pty Ltd (ACN: 162 220 653), its successors and assigns.

The **PIPELINE AND SERVICES EASEMENT** is defined as follows:

**THE FULL RIGHT AND LIBERTY** for 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;
- (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,

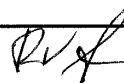


Louise Alicia Mollross – Attorney



Richard Mark Grueber - Attorney

**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.



<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b> PAGE 5 OF 8 PAGES	Registered Number <b>SP 177 925</b>
SUBDIVIDER: P & K GROUP PTY LTD FOLIO REFERENCE: 176694/2013	

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;
  - (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



Louise Alicia Mollross – Attorney



Richard Mark Grueber - Attorney

**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.



<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b> PAGE 6 OF 8 PAGES	Registered Number <b>SP 177 9 25</b>
SUBDIVIDER: P & K GROUP PTY LTD FOLIO REFERENCE: 176694/2013	

- (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.

Interpretation:

“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;

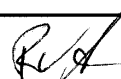


Louise Alicia Mollross – Attorney



Richard Mark Grueber – Attorney

**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 8 PAGES

Registered Number

SP. 177 925

SUBDIVIDER: P & K GROUP PTY LTD  
FOLIO REFERENCE: 176694/2013

- (f) anything reasonably required to support, protect or cover any of the Infrastructure;
- (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.


The ~~DRAINAGE & SEWERAGE~~ EASEMENT is defined as follows:

A right of drainage (including the right to construction of drains) for every person or corporation 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 for the purpose of carrying away stormwater and other surplus water from the dominant tenement or any such part thereof over or under the land herein indicated as the land over which the right is to subsist, and through all sewers and drains which may hereafter be made passing under, through and along the last mentioned land and the right for every such person or corporation and its surveyors or workmen from time to time and at all times hereafter if he it or they should think fit to enter into and upon the last mentioned land and to inspect, repair, cleanse and amend any such sewer or drain without doing unnecessary damage to the said land

**FENCING PROVISION**

IN RESPECT OF EACH LOT ON THE PLAN

The Vendor P &amp; K Group Pty Ltd shall not be required to fence.

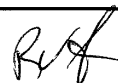


Louise Alicia Mollross – Attorney



Richard Mark Grueber - Attorney

**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.



<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b> PAGE 8 OF 8 PAGES	Registered Number <b>SP 177 925</b>
SUBDIVIDER: P & K GROUP PTY LTD FOLIO REFERENCE: 176694/2013	

**SIGNED** for and on behalf of **P & K GROUP PTY LTD**  
 (A.C.N. 101 679 225) by its Attorney **LOUISE ALICIA MOLLROSS**  
 pursuant to Power of Attorney Registered No PA103164 and the said **LOUISE ALICIA MOLLROSS**  
 declares she has received no notice of revocation thereof:



Witnessed by:



Christian James Street  
 Solicitor  
 Level 4, 39 Murray Street  
 Hobart Tas 7000

**SIGNED** for and on behalf of **P & K GROUP PTY LTD**  
 (A.C.N. 101 679 225) by its Attorney **RICHARD MARK GRUEBER**  
 pursuant to Power of Attorney Registered No PA103164  
 and the said **RICHARD MARK GRUEBER** declares he has  
 received no notice of revocation thereof:



Witnessed by:



Christian James Street  
 Solicitor  
 Level 4, 39 Murray Street  
 Hobart Tas 7000

**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.

