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SCHEDULE OF EASEMENTS

PLAN NO.

NOTE:—The Town Clerk or Council Clerk must sign the certificate on the back page for the purpose of identification.

S.P.3182

The Schedule must be signed by the owners and mortgagees of the land affected. Signatures should be attested.

EASEMENTS:

EACH LOT IN COLUMN 'A' IS TOGETHER WITH A RIGHT OF DRAINAGE OVER THE DRAINAGE EASEMENT SHOWN HEREON PASSING THROUGH THE LOTS AND LAND SPECIFIED OPPOSITE THERETO IN COLUMN 'B' AND

EACH LOT IN COLUMN 'A' IS SUBJECT TO A RIGHT OF DRAINAGE OVER THE DRAINAGE EASEMENT PASSING THROUGH THAT LOT AS APPURTENANT TO THE LOTS AND LAND SHOWN THEREON AND SPECIFIED OPPOSITE IN COLUMN 'C' and

for the Corporation where so specified

COLUMN 'A'	COLUMN 'B'	COLUMN 'C'
1. DEC	Certificate of Title Vol. 2544 Fol. 63	Nil
2. ABC	Certificate of Title Vol. 2544 Fol. 63	Nil <i>the Corporation</i>
3.	Certificate of Title Regd. Vol. 2544 Fol. 63, Lot 2, ABC	Lot 2 and balance <i>the Corporation</i>
4.	Certificate of Title Regd. Vol. 2544 Fol. 63, Lots 3 and 2, ABC	Lots 4-12 (inc) and balance <i>the Corporation</i>
5.	Certificate of Title Regd. Vol. 2544 Fol. 63, Lots 4-2 (inc) ABC	Lots 5-12 (inc) and balance
6.	Certificate of Title Regd. Vol. 2544 Fol. 63, Lots 5-2 (inc) ABC	Lots 6-12 (inc) and balance
7.	Certificate of Title Regd. Vol. 2544 Fol. 63, Lots 6-2 (inc) ABC	Lots 7-12 (inc) and balance
8.	Certificate of Title Regd. Vol. 2544 Fol. 63, Lots 7-2 (inc) ABC	Lots 8-12 (inc) and balance
9.	Certificate of Title Regd. Vol. 2544 Fol. 63, Lots 8-2 (inc) ABC	Lots 9-12 (inc) and balance
10.	Certificate of Title Regd. Vol. 2544 Fol. 63, Lots 9-2 (inc) ABC	Lots 10-12 (inc) and balance
11.	Certificate of Title Regd. Vol. 2544 Fol. 63, Lots 10-2 (inc) ABC	Lots 11-12 and balance
12.	Certificate of Title Regd. Vol. 2544 Fol. 63, Lots 11-2 (inc) ABC	Lot 12 and balance
13.	Nil	balance
14.	Nil	Nil
15.	Nil	Nil
16.	Nil	Nil
17.	Nil	Nil
18.	Nil	Nil
19.	Nil	Nil
20.	Nil	Nil
21.	Nil	Nil
22.	Nil	Nil
23.	Lots 3 and 2 and Certificate of Title Regd. Vol. 2544 Fol. 63	Nil

Deleted

"BALANCE" means the land now remaining in the said Certificate of Title excepting the land comprised in this plan.

~~0 Affected Easement marked D.B.C.~~

~~1 Affected Easement marked A.B.C.~~

The Corporation is Together With a right of drainage over the Drainage Easement marked ABC hereon and over the Drainage Easements shown passing through Lots 2 and 3

Interpretation

"Balance" means the balance of the land in Certificate of Title Volume 2787 Folio 6 at the date of acceptance hereof excluding the lots on the plan

"the Corporation" means The Mayor, Aldermen and Citizens of the City of Glenorchy

COVENANTS: The owner of each Lot in the plan (except Lot 22) covenants:
FIRST with the Hobart Savings Bank (the "Subdivider") that the Vendor, the Subdivider, "shall not be required to fence"

SECOND: With the Subdivider and the owners for the time being of every Lot shown on the said plan (excepting Lot 23 ~~and 24~~) to the intent that the burden of these covenants may run with and bind the Covenantor's Lot and every part thereof and that the benefit thereof shall be annexed to and devolve with each and every part of ~~every other part~~ of every other lot shown on the plan (except Lot 23) and with the residue of the land comprised in Certificate of Title Registered Volume ~~2544~~ Folio ~~63~~ and each and every part thereof to observe the following Stipulations that:

- 787/6
- (a) He will not erect any building on the said land other than a private dwelling house constructed of brick or brick veneer and the outbuildings usually appurtenant thereto and that such dwelling house or outbuildings or any portion thereof (except a motor garage) shall not be erected or made to extend nearer than 15 feet to any part of any road delineated on the said plan and that no buildings (other than a motor garage) shall be erected between the dwelling house and the nearest street boundary or boundaries.
 - (b) He will not erect more than one messuage on the said land ~~(except Lot 14)~~ ^{**}
 - (c) He will not erect a paling fence nearer than 30 feet from the boundary of the said land adjacent to the street boundary or between the boundary of the said land and any dwelling house erected upon the said land
 - (d) He will not set up or carry on in or upon the said land any trade manufacture or business of any kind providing that the letting of residential flats shall not be deemed to be a trade or business within the meaning of this covenant.
 - (e) He will not erect or permit to be erected on the said land or any part thereof attach or permit to be attached to the dwelling house or outbuildings erected thereon any advertisement hoarding bill or poster or any other similar erection of an unsightly nature.
 - (f) The Subdivider shall have the right to modify vary waive or extinguish the covenants (or any of them) above set forth in relation to any Lot shown in the said plan.

INTERPRETATION: The words "RIGHT OF DRAINAGE" shall have the same effect as such words have in an instrument under Section 34 (a) of the Conveyancing and Law of Property Act 1884 and the provisions that the Subdivider "shall not be required to fence" shall have the same effect as such words have in an instrument under Section 71(B) of the said Act.

THE COMMON SEAL OF THE
HOBART SAVINGS BANK was
hereunto affixed by order
of the Executive Committee
in the presence of:-

X *X*
N.S. Bidunoff
R. S. Bidunoff
MEMBERS OF THE EXECUTIVE COMMITTEE

R. S. Bidunoff
JOINT GENERAL MANAGER

** Exception added by me pursuant to Request to Amend B 707604 under Section 451 of the Local Government Act 1962.

M. S. Bidunoff
Recorder of Titles
1/12/1993

*Amplified easement for the purposes of
the Planning Authority Act 1962 as amended
will be the subject of a
per. Land Title*

This is the schedule of easements attached to the plan of **Lots 1 - 23**
comprising part of the land in

C.T. 2571/61

(Insert Title Reference)

Glenorchy City Council

Sealed by

on **15 December 1969**

[Signature]
Council Clerk/Town Clerk

47518