

SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 148312

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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.

RIGHT OF WAY AND SERVICE EASEMENT

Lot 4 is SUBJECT TO a right of carriageway and a service easement (as herein defined) over the area marked "RIGHT OF WAY (PRIVATE) & SERVICE EASEMENT A VARIABLE WIDTH" in favour of Lots 2, 3 and 5 on the Plan.

Lot 2 is SUBJECT TO a right of carriageway and a service easement (as herein defined) over the area marked "RIGHT OF WAY (PRIVATE) & SERVICE EASEMENT B VARIABLE WIDTH" in favour of Lots 3, 4 and 5 on the Plan.

Lot 3 is TOGETHER WITH a right of carriageway and a service easement (as herein defined) over the area marked "RIGHT OF WAY (PRIVATE) & SERVICE EASEMENT B VARIABLE WIDTH" shown passing through Lot 2 on the Plan.

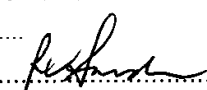
Lot 3 is TOGETHER WITH a right of carriageway and a service easement (as herein defined) over the area marked "RIGHT OF WAY (PRIVATE) & SERVICE EASEMENT A VARIABLE WIDTH" shown passing through Lot 4 on the Plan.

Lot 5 is TOGETHER WITH a right of carriageway and a service easement (as herein defined) over the area marked "RIGHT OF WAY (PRIVATE) & SERVICE EASEMENT B VARIABLE WIDTH" shown passing through Lot 2 on the Plan.

Lot 5 is TOGETHER WITH a right of carriageway and a service easement (as herein defined) over the area marked "RIGHT OF WAY (PRIVATE) & SERVICE EASEMENT A VARIABLE WIDTH" shown passing through Lot 4 on the Plan.

Lot 4 is TOGETHER WITH a right of carriageway and a service easement (as herein defined) over the area marked "RIGHT OF WAY (PRIVATE) & SERVICE EASEMENT B VARIABLE WIDTH" shown passing through Lot 2 on the Plan.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: MICHAEL & JILL DUGGAN FOLIO REF: 126424/1 SOLICITOR & REFERENCE: BEN SWAIN (BSS D0559909)	PLAN SEALED BY: BRIGHTON COUNCIL DATE: 14/03/07 SUB. 03/24 REF NO.	 Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.		

MD: 10

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JD: JP

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SUBDIVIDER: MICHAEL & JILL DUGGAN FOLIO REFERENCE: 126424/1	

Lot 2 is TOGETHER WITH a right of carriageway and a service easement (as herein defined) over the area marked "RIGHT OF WAY (PRIVATE) & SERVICE EASEMENT A VARIABLE WIDTH" shown passing through Lot 4 on the Plan.

INTERPRETATION

"service easement" means the full free right of every person who is entitled to a estate or interest in possession indicated as the dominant tenement or any part thereof with which such right shall be capable of enjoyment in common with the owner of the servient tenement the Brighton Council, Telstra and Aurora or any other associated entity to lay, use and maintain forever water mains, pipes, drains, mains, channels, gutters, sewers, wires, cables and other conducting media or apparatus necessary for the transmission or distribution of electrical energy or telephonic communication, of such size and number as shall from time to time be required in the strips of land shown on the plan herein and marked "RIGHT OF WAY (PRIVATE) & SERVICE EASEMENT A VARIABLE WIDTH" and "RIGHT OF WAY (PRIVATE) & SERVICE EASEMENT B VARIABLE WIDTH" and the right for the surveyors and workmen from time to time and all times hereafter to enter into and upon the said strips of land or any part thereof bringing upon the Service Easement such material, machinery and other things as it shall think fit and proper to inspect the condition thereof and to repair, amend or cleanse PROVIDED HOWEVER that any damage occasioned shall be repaired and SUBJECT TO the obligation to contribute one quarter (1/4) of the cost of the repair, maintenance and upkeep of all services named above within the Service Easement.

COVENANTS

The Owners of each Lot on the Plan covenant with the Vendor (Jillian Dorothy Duggan and Michael John Duggan) ^{and} that the Owners for the time being of every other Lot shown on the Plan 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 other Lot shown on the said Plan to observe the following stipulations :

- (a) Not to permit any two (2) stroke motor cycles to be parked, kept or used on the Lot;
- (b) Not to set up or carry on in or upon the Lot any trade, manufacture or business of any kind (provided that the letting of any residential dwelling will not be a trade or business within the meaning of this Covenant).

The Vendor reserves the right for themselves to sell, lease or otherwise deal with any Lot on the Plan either subject to the above condition or restrictive covenant or not subject to such modification thereof as they in their sole discretion deem fit. The exercise of the said right in relation to any Lot shall not release the Owners of any other Lot from any of the conditions or covenants affecting or imposed upon the other Lots or to give the Owners of any Lots any right of action against the Vendors or any other person. The Vendor may exercise this right either prior to or after the sale of any Lot.

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.

MD: MDA

JD: JDA

ANNEXURE TO
SCHEDULE OF EASEMENTS

PAGE 3 OF 3 PAGES

Registered Number

SP 148312

SUBDIVIDER: MICHAEL & JILL DUGGAN
FOLIO REFERENCE: 126424/1**COVENANTS**

The Owners of each Lot on the Plan covenant with the Vendor (Jillian Dorothy Duggan and Michael John Duggan) ~~that~~ the Owners for the time being of every other Lot shown on the Plan 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 other Lot shown on the said Plan to observe the following stipulations :

~~(a) Not to permit access or egress or the construction of access or egress to or from Boyer Road or the construction of any access or egress other than from Millvale Road or Church Road.~~

(a) not to construct or allow to be constructed any driveway or other structure to be used for direct vehicular access to the lots from Boyer Road shown on the plan.

FENCING PROVISION

In respect of each Lot shown on the Plan the Vendor (Jillian Dorothy Duggan and Michael John Duggan) shall not be required to fence.

**SIGNED by JILLIAN DOROTHY DUGGAN
and MICHAEL JOHN DUGGAN** as the
registered proprietors of land in folio of the
register Volume 126424 Folio 1

Witness name:

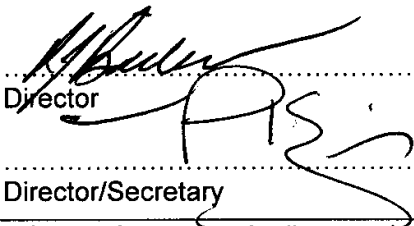
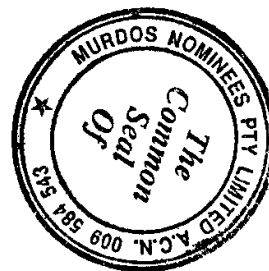
address:

occupation:

Carey Rose Higgins
10 Victoria Ave
Hobart
Solicitor


JILLIAN DOROTHY DUGGAN
MICHAEL JOHN DUGGAN

The Common Seal of MURDOS
NOMINEES PTY LTD pursuant to
registered mortgage No. C696074
was hereunto affixed in the presence of :


Director
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.

MD: MD

JD: JD