

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.

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

S. P30912

THIS COPY SCHEDULE CONSISTS OF 3 PAGES

EASEMENTS AND PROFITS

- ~~Each lot on the plan is together with:~~
- (1) such rights of drainage over the drainage easements shewn 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 à prendre described hereunder.
- Each lot on the plan is subject to:—
- (1) such rights of drainage over the drainage easements shewn 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 à prendre described hereunder.

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

EASEMENTS

Hobart City Council Pipeline Easement

Lot 101 on the Plan is subject to the right of the Corporation of the City of Hobart for the purposes of the Hobart Water Act 1937 to enter upon the strip of land marked "Hobart City Council Pipeline Easements" 6.71 metres wide hereon through and across the strip of land for the purpose of trenching, laying and maintaining water mains thereon and to the right of the said Corporation of access to the said strip of land with vehicles and workmen for the purpose of inspecting, repairing, laying and relaying the said mains and of laying additional mains thereon and for all purposes whatsoever in connection with the repair and maintenance of such mains and generally for the purpose of the Hobart Water Act 1925.

Glenorchy City Council Pipeline Easement

Lots 48, 100 and 101 on the Plan are subject to a pipeline easement in favour of the Lord Mayor, Alderman and Citizens of the City of Glenorchy over the pipeline easement 3 metres wide shown passing through the said lots on the plan.

RIGHTS OF DRAINAGE

1. (a) Lot 26 is together with a right of drainage over the drainage easement 2 metres wide shown hereon passing through lot 25;
- (b) Lot 25 is subject to a right of drainage over the drainage easement 2 metres wide passing through the same as appurtenant to lot 26 on the Plan.

2. Each lot in column A is -

- (a) Together with a right of drainage over the drainage easement ~~2 metres wide~~ shown passing through the lots specified opposite thereto in column B and;
- (b) Subject to a right of drainage over the drainage easement ~~2 metres wide~~ passing through that lot as appurtenant to the lots shown hereon specified opposite thereto in Column C and for the Corporation whensoever specified.

<u>COLUMN A</u>	<u>COLUMN B</u>	<u>COLUMN C</u>
20	33,34,35,36*,101	Nil
21	32,33,34,35,36*,101	Nil
32	33,34,35,36*,101	21
33	34,35,36*,101	20,21,32
34	35,36*,101	20,21,32,33
35	36*	20,21,32,33,34,101
36	Nil	20*,21*,32*,33*,34*,35*,37°,38° 39°,40°,41°,42°,101* Corporation
37	36°	38,39,40,41,42
38	36°,37	39,40,41,42
39	36°,37,38	40,41,42
40	36°,37,38,39	41,42
41	36°,37,38,39,40	42
42	36°,37,38,39,40,41	Nil
100	18,19,36°	Nil
101	35,36*	20,21,32,33,34
20* AFFECTED EASEMENT MARKED ABC.		20° AFFECTED EASEMENT MARKED EDC
36° AFFECTED EASEMENT MARKED DC		

3. Each lot in column A is -

- (a) Together with a right of drainage over the drainage easement ~~2 metres wide~~ shown passing through the lots specified opposite thereto in column B and;
- (b) Subject to a right of drainage over the drainage easement ~~2 metres wide~~ passing through that lot as appurtenant to the lots shown hereon specified opposite thereto in column C and for the Corporation whensoever specified.

<u>COLUMN A</u>	<u>COLUMN B</u>	<u>COLUMN C</u>
100	18,19,101	Nil
18	19,101	Corporation AND 100
19	101 Nil	18, Corporation AND 100
101	Nil	18,19,Corporation

WAYLEAVE EASEMENT

Lot 101 on the Plan is subject to a wayleave easement as defined by section 2 of the Hydro Electric Commission Act 1944 in favour of the Hydro Electric Commission over the strip of land marked "H.E.C. Wayleave Easement" on the Plan.

INTERPRETATION

A "Corporation" means the Lord Mayor, Alderman & Citizens of the City of Glenorchy.

B. "Pipeline Easement" means the full and free right and liberty for the Lord Mayor, Alderman & Citizens of the City of Glenorchy to lay and maintain all water mains and pipes of such size and number as shall from time to time be required and the right from time to time and at all times, hereafter to enter with or without Surveyors and workmen into and upon the said strip of land or any part thereof taking upon the strip of land such materials, machinery and other things as are required to inspect the condition of the said water mains and pipes and to repair, alter and amend and cleanse the same making good in any damage done to the said strip of land.

FENCING COVENANT

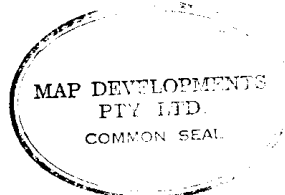
The Owner of each lot on the Plan covenants with the Vendor, MAP Developments Pty Ltd, that the Vendor shall not be required to fence.

COVENANTS

The Owner of each lot on the Plan excepting lots 100 and 101, covenant with MAP Developments Pty Ltd and the owners for the time being of each and every other lot shown on the Plan except lots 100 and 101 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 devolve with each and every part of each and every other lot shown on the Plan except lots 100 and 101 to observe the following stipulations.

1. Not to erect or permit to be erected on such lot or any part thereof or attach or permit to be attached to the dwelling house or outbuildings erected thereon any advertisement, hoarding, bill or poster, or any similar erection of an unsightly nature.
2. Not to carry on or permit to be carried on any trades, noisome, noxious or offensive or otherwise on such lot.

The Common Seal of MAP DEVELOPMENTS)
PTY LTD as Registered Proprietor of)
Certificate of Title volume 4226 4293)
folio 303 was hereunto affixed in the)
presence of:)



Director: *[Signature]*

Secretary: *[Signature]*

WITNESS: *[Signature]* 69 CHIPPENDALE ST
SEAGRAMS. CLAREMONT

Thomas Charles White
6212623

[Signature]
Bank Officer
Hobart

[Signature]
manager

This is the schedule of easements attached to the plan of MAP DEVELOPMENTS P/L
(Insert Subdivider's Full Name)

..... affecting land in

.....
(Insert Title Reference)

Sealed by MAYOR, ALDERMEN AND CITIZENS OF on 10TH MARCH 1986
THE CITY OF CLARENCE

Solicitor's Reference

J. A. Alomes
Council Clerk/Town Clerk

OS K 11.34