

<b>SCHEDULE OF EASEMENTS</b>  <b>NOTE:</b> THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	Registered Number  <b>SP 15 4 1 3 2</b>
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**EASEMENTS AND PROFITS**

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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.

**EASEMENTS**

Lot 113 of the plan is subject to a right of carriageway appurtenant to Lot 114 over the 'Right of Way Private A' marked on the plan.

Lot 114 of the plan is subject to a right of carriageway appurtenant to Lot 113 over the 'Right of Way Private B' marked on the plan.

Lot 114 is together with a right of carriageway over that part of Lot 113 marked 'Right of Way Private A' on the plan.

Lot 113 is together with a right of carriageway over that part of Lot 114 marked 'Right of Way Private B' shown on the plan.

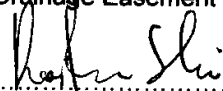
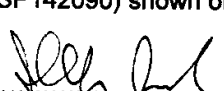


Lots 117, 118, 119, 120, <sup>131+132</sup> and 122 are each subject to a Pipeline Easement as defined on the Sealed Plan SP 135109 in favour of the Hobart Regional Water Authority over the Pipeline Easement 14.08 wide shown passing through such lots.

Lots 122 <sup>131+132</sup> and 119 are each subject to a Pipeline Easement as defined in Sealed Plan SP 135109 in favour of the Hobart Regional Water Authority over the Pipeline Easement 6.71 wide shown passing through such lots.

Lot 1002 on the plan is subject to:

A right of drainage (appurtenant to Lot 9 on SP142090) over the Drainage Easement (SP142090) shown passing through such lot.

A right of carriageway and drainage easement in favour of Lot 5 on SP142090 over the Right of Way and Drainage Easement 15.00 wide (SP142090) shown on the plan.

 <b>Roostam SADRI</b> Lockwood S.A Pty Ltd, Ramil Nominees Pty Ltd, Snowy Mountain Pty Ltd	 <b>Tahwan SADRI</b> (USE ANNEXURE PAGES FOR CONTINUATION)	 <b>Ramil SADRI</b>	 <b>Ramil Sadri</b>
<b>SUBDIVIDER:</b> Lockwood S.A Pty Ltd, Ramil Nominees Pty Ltd, Snowy Mountain Pty Ltd <b>FOLIO REF:</b> 148688/1002 <b>SOLICITOR &amp; REFERENCE:</b> Shields Heritage - Mark Sansom		<b>PLAN SEALED BY:</b> Derwent Valley Council <b>DATE:</b> 23/6/08 <b>89/2005</b> <b>REF NO.</b> Council Delegate	
<b>NOTE:</b> The Council Delegate must sign the Certificate for the purposes of identification.			

<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b> PAGE 2 OF <del>4</del> <sup>5</sup> PAGES	Registered Number <b>SP 154132</b>
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A wayleave easement as defined in Sealed Plan No. 135109 in favour of Aurora Energy Pty Ltd over the Wayleave Easement 12.00 wide (SP142090) shown passing through such lot.

A pipeline easement as defined in Sealed Plan No. 135109 in favour of the Hobart Regional Water Authority over the Pipeline Easement 6.71 wide and the Pipeline Easement 14.08 wide shown passing through such lot.

A right of carriageway in favour of the Hobart Regional Water Authority over the Right of Way (Private) 6.00 wide (SP 135109) shown in such lot.

Two pipeline easements as defined in Sealed Plan 148688 in favour of the Hobart Regional Water Authority and the Derwent Valley Council over the Pipeline Easements 6.00 wide (SP142090) shown passing through such lot

An Electricity Easement as defined in Sealed Plan No. 135109 in favour of Transend Networks Pty Ltd over the electricity Easement shown passing through such lot.

#### FENCING COVENANT

*Easements Continued on Page 5*

The Owner of each lot on the plan covenants with the Vendor, Snowy Mountain Pty Ltd, Lockwood S.A Pty Ltd, Raiph Nominees Pty Ltd and Ramil Nominees Pty Ltd, that the Vendor shall not be required to fence.

#### COVENANTS

The Owner of each lot on the plan (other than Lot 1002) covenants with the Vendor (Snowy Mountain Pty Ltd, Lockwood S.A Pty Ltd, Raiph Nominees Pty Ltd and Ramil Nominees Pty Ltd) and the Owner for the time of every other lot shown on the plan to the intent that the burden of this covenant 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 lot shown on the plan to observe the following stipulations.

1. Not to permit the lot to be further subdivided or to be stratum subdivided without the prior consent in writing of the Vendor.
2. Not to erect on such lot multiple dwellings, duplexes, stratum title units, flats, villas or the like without the prior consent in writing of the Vendor.
3. Not to erect on such lot any building for use as a dwelling house that is of a transportable nature or style which has been relocated from another site.
4. Not to use any dwelling house erected on the lot for any purpose other than a private dwelling house.
5. Not to erect or permit to be erected on the lot or any part thereof or attach or permit to be attached to any message(s) or any buildings erected thereon any advertisement, hoarding, bill or poster or any similar erection of an unsightly nature.

*Robert Sadi* *Raiph Sadi* *Ramil Sadi*  
 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.

<p align="center"><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p align="center">PAGE 3 OF <del>4</del> <sup>5</sup> PAGES</p>	<p align="center">Registered Number</p> <p align="center"><b>SP 154132</b></p>
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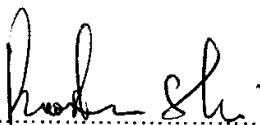



6. Not to carry on or permit to be carried on the lot any trade or business which may be a public nuisance or provoke annoyance and no noxious, noisome or offensive trade or business shall be carried on or permitted or suffered to be carried on any part of the lot.
7. Not to construct on or permit to be constructed or allowed to remain upon any lot any building of a height greater than a level of 8.00 metres above the natural ground level on the part of the lot on which it is constructed without the prior written approval of the Vendor.
8. Not to plant or allow to grow any tree, shrub or plant whose height is greater than the level of 6.00 metres above the natural ground level of the part of the lot where the tree, shrub or plant is located.
9. Not to erect on the lot any dwelling house or other building of which the external wall cladding is not of brick, block or recognised base materials suitable for render (excluding areas of glass and doors) without the prior written consent of the Vendor and with other than a low reflective roof material.

The Owner of each lot on the plan covenants with the Derwent Valley Council and the Vendor (Snowy Mountain Pty Ltd, Lockwood S.A Pty Ltd, Raiph Nominees Pty Ltd and Ramil Nominees Pty Ltd) to the intent that the burden of this covenant may run with and bind the Covenantor's lot and every part thereof and the benefit shall be annexed in favour of the Derwent Valley Council to observe the following stipulations, namely:

- (a) Not to commence any improvement or development on the lot without making provision to the satisfaction of the council's engineer for a vehicular crossing over that part of the nature strip lying between the footpath and the boundaries of the set lot; and

The Vendor reserves the right for itself or its assigns at any time to sell, lease or otherwise deal with any lot on the plan either subject to the above conditions and or restrictive covenants or any of them or not and/or subject to such modifications thereof as they in their sole and absolute discretion deem fit. The exercise of the said right in relation to any lot shall not release the owner of any other lot from any of the conditions or covenants effecting or imposed upon such other lots or give the owner of any lot any right of action against the Vendor or any other person.

The lots on the plan are each burdened by restrictive covenants created by and more fully set forth in Sealed Plan 148688.

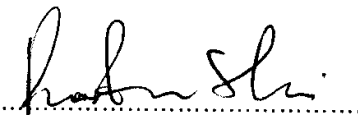





HOOSTAN SADRI      ILHAN SADRI      RAMIL SADRI      RAIPH SADRI

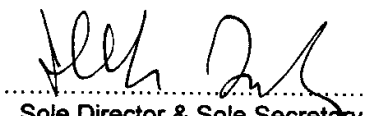
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<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b>  PAGE 4 OF 5 PAGES 5	Registered Number  <b>SP 154132</b>
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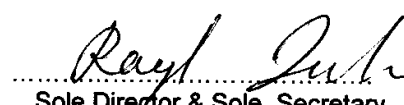
EXECUTED by SNOWY MOUNTAIN PTY LTD  
pursuant to Section 127 of the Corporations Act  
by being sole by its sole Director and Sole  
Secretary

  
Sole Director & Sole Secretary  
Roostam Sadri


EXECUTED by LOCKWOOD S. A. PTY LTD  
pursuant to Section 127 of the Corporations Act  
by being sole by its sole Director and Sole  
Secretary

  
Sole Director & Sole Secretary  
ILHAN SADRI

EXECUTED by RAIPH NOMINEES PTY LTD  
pursuant to Section 127 of the Corporations Act  
by being sole by its sole Director and Sole  
Secretary

  
Sole Director & Sole Secretary  
Raiph Sadri

EXECUTED by RAMIL NOMINEES PTY LTD  
pursuant to Section 127 of the Corporations Act  
by being sole by its sole Director and Sole  
Secretary

  
Sole Director & Sole Secretary  
Ramil Sadri

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SUBDIVIDER: FOLIO REFERENCE:	

**EASEMENTS**

Lot 122 on the plan is subject to a Right of Carriageway (appurtenant to Lot 132 on the plan) over the Right of Way (private) 'F' on the plan.

Lot 132 on the plan is together with a Right of Carriageway over the Right of Way (private) 'F' on the plan.

Lot 132 on the plan is subject to a Right of Carriageway (appurtenant to Lot 122 on the plan) over the Right of Way (private) 'E' on the plan.

Lot 122 on the plan is together with a Right of Carriageway over the Right of Way (private) 'E' on the plan.

Lot 119 on the plan is subject to a Right of Carriageway (appurtenant to Lot 131 on the plan) over the Right of Way (private) 'C' on the plan.

Lot 131 on the plan is together with a Right of Carriageway over the Right of Way (private) 'C' on the plan.

Lot 131 on the plan is subject to a Right of Carriageway (appurtenant to Lot 119 on the plan) over the Right of Way (private) 'D' on the plan.

Lot 119 on the plan is together with a Right of Carriageway over the Right of Way (private) 'D' on the plan.

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