



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.P.3263

Each lot in column A is (a) 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
(b) Subject to a right of drainage over the drainage easement passing through that lot as appurtenant to the lots shown hereon specified opposite thereto in column C, and for the Corporation whenever so specified.

A	B	C
2	Nil	3-10 incl. Corporation
3	2	4-10 incl. Corporation
4	2, 3	5-10 incl. Corporation
5	2 - 4 incl.	6-10 incl. Corporation
6	2 - 5 incl.	7-10 incl. Corporation
7	2 - 6 incl & 10+	Nil
8	2 - 6 incl & 10=	Nil
9	2 - 6 incl & 10	Nil
10	2 - 6 incl	Corporation
11	12* BS	Corporation
12	DS BS 102	11* Corporation 102 <i>W</i>
13	Nil	14-27 incl Corporation Balance
14	13	15-27 incl Corporation Balance
15	13 14	16-27 incl Corporation Balance
16	13-15 incl	17-27 incl Corporation Balance
17	13-16 incl	18-27 incl Corporation Balance
18	13-17 incl	19-27 incl Corporation Balance
19	13-18 incl	20-27 incl Corporation Balance
20	13-19 incl	21-27 incl Balance @ Corporation
21	13-19 incl 20 @	22-27 incl Balance
22	13-19 incl 20 @ 21	23-27 incl Balance
23	13-19 incl 20 @ 21 22	24-27 incl balance
24	13-19 incl 20 @ 21-23 incl	25-27 incl Balance
25	13-19 incl 20 @ 21-24 incl	26 27 Balance
26	13-19 incl 20 @ 21-25 incl	27 Balance
27	13-19 incl 20 @ 21-26 incl	Balance
28	29-31 incl LK 32	Nil
29	30 31 LK 32	28
30	31 LK 32	28 29
31	LK 32	28-30 incl <i>W</i>
32	Nil	28-31 incl 33-35 % incl
33	32 %	34 35
34	32 % 33	35
35	32 % 33 34	Nil
36	Nil	37 Balance
37	36	Balance
100	TU DS BS	Nil
102	DS	12 Corporation

INTERPRETATION:

+	denotes	portion of drainage easement marked	MN hereon
=	"	"	"
*	"	"	"
x	"	"	"
@	"	"	"
o	"	"	"
%	"	"	"

"Balance" means the land remaining in Certificate of Title Volume 2708 Folio 19 after excepting thereout the lots on this plan.

"Corporation" means the Warden, Councillors and Electors of the Municipality of Clarence.

FENCING PROVISION: Each lot is subject to the provision that the Vendor A.S.L. Finance Pty. Ltd. shall not be required to fence.

~~Lot 100 is together with the following rights for the owner or owners for the time being of the said lot or the Corporation (as defined above) and every person who is at any time entitled to an estate or interest in possession in Lot 100 or any part thereof with which the rights shall be capable of enjoyment; shall have~~

- The full and free right to lay and maintain pipes for the transmission and supply of water under the strip of land marked "Pipeline Easement" hereon and the right for their surveyors and workmen from time to time and at all times, hereafter if he or they should think fit to enter upon the said strip of land and inspect repair cleanse and amend any such pipe or pipes without doing unnecessary damage to the said strip of land.
 - The full and free right to erect upon that strip of land between the letters Q and R and marked hereon as "Cable Easement 6 feet wide" any standard (as defined by Section 2 of the Hydro Electric Commission Act 1944 as amended) or line of standards for the suspension thereon of any cable wire conductor or apparatus for the transmission of electrical energy and the right to lay on or below the surface of the said strip of land any cable wire conductor or apparatus for the transmission of electrical energy, together with the right for their servants agents or workmen from time to time and at all times hereafter if he or they should think fit to enter upon the said strip of land and inspect repair amend any such cable wire conductor or apparatus without doing unnecessary damage to the said strip of land.
- ~~A right of drainage over the drainage easement marked hereon as TU, DS and BS.~~
- 4.3 The full right and liberty for ever hereafter to have whatever roads, pavements, footpaths, fences and other like constructions that may exist or may at any time hereafter be erected or constructed on Lot 100 supported laterally by the subsoil of and minerals in and under that strip of land marked "Easement of Support" hereon.

COVENANTS:

ASL FINANCE PTY LTD

The Owner of each lot on the plan covenants with the said Vendor and the Owners of every lot on the plan to the intent that the burden of these covenants may run with and bind the covenanted lot and every part thereof and that the benefit thereof may be annexed to and devolve with the balance of the land in Certificate of Title Registered Volume 2708 Folio 19 and each and every part of every lot on the plan to observe the following stipulations:

- Not to use the lot for any other purpose than for the erection of a dwelling house.

of every other lot shown on the plan

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- (b) Not to erect any building other than a dwelling house with appurtenances thereto on the said lot.
- (c) Not to set up carry on, in or upon the said lot any trade, manufacture or business of any kind, but the letting of two residential flats shall not be deemed to be a trade or business within the meaning of this covenant.
- (d) Not to erect any building of an area less than 1,300 sq.ft. unless the plan and specifications of the proposed building shall have been approved by the Vendor in writing.
- (e) Not to erect any fence or other structure of a height greater than 2 ft. 6 ins. in the area between the building line and the street boundary of the Lot. No front fences permitted.
- (f) Not to affix any advertising or boarding or other signs on the said lot or any building or structure thereon other than relates to the sale or letting of any lot or any building thereon.
- (g) Not to erect any building in other than brick, concrete block, stone or concrete masonry and pitched roof in tile.
- (h) The vendor reserves the right for it and its assigns to sell lease or otherwise deal with any lot, either subject to the above conditions and/or restrictive covenants or any one of them or not, subject to such modifications thereof as it thinks 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 affected or imposed upon such other lots or give the owners of any lot any right of action against the vendor or any other person.

SIGNED by A.S.L. FINANCE PTY.LTD.

the registered proprietor of the land comprised in Certificate of Title Volume 2708 Folio 19 by its attorneys who hereby state that they have no notice of the revocation of the Power of Attorney Registered No. 20105 (Misc. Regd.) under which they have just executed the within instrument in the presence of:

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.....
.....
.....

A.S.L.FINANCE PTY.LTD.
by its attorneys :

.....
.....
.....

SIGNED by TERENCE HUGH MCCARTHY and OIGA JEAN MCCARTHY the Beneficial Owners of the land in Conveyance No. 40/224 in the presence of:

.....
.....
.....

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.....

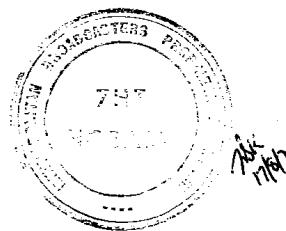
SIGNED by ARCHIBALD LOGAN WISE

As Mortgagee of the land in
Mortgage No. 40/295 in the
presence of :

Archie L. Wise
.....

[Signature]
.....
[Signature]
.....
[Signature]
.....

THE COMMON SEAL of METROPOLITAN
BROADCASTERS PTY.LTD. the
Beneficial Owner of the land in
Conveyance Number 26/8000 was
hereunto affixed in accordance
with its Articles of Association
in the presence of :



[Signature]
.....
..... (Director)

[Signature]
.....
..... (Director)

[Signature]
.....
..... Manager
(Secretary)

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1862 AS AMENDED

LOVIBOND VALENTINE & ROACH

Per: *[Signature]*

This is the schedule of easements attached to the plan of Lots 1-39 inclusive and 101-102

..... comprising part of the land in

Certificate of Title Volume 2708 Folio 19
(Insert Title Reference)

Sealed by the Clarence Municipal Council on 16th July 1970

[Signature]
.....
Council Clerk/Town Clerk

47818