

SEARCH OF TORRENS TITLE

VOLUME 129436	FOLIO 1
EDITION 12	DATE OF ISSUE 11-Aug-2016

SEARCH DATE : 09-Aug-2018

SEARCH TIME : 12.08 PM

DESCRIPTION OF LAND

Parish of CRANBOURNE, Land District of DORSET  
 Lot 1 on Plan 129436  
 Derivation : Part of Lot 280 (940 Acres) Gtd to W E Lawrence,  
 Prior CT 38855/1

SCHEDULE 1

E31685 TRANSFER to CRESSWELL (TAS) PTY LTD Registered  
 11-Aug-2016 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any  
 SP 38855 COUNCIL NOTIFICATION under Section 468(12) of the  
 Local Government Act 1962  
 SP 38855 COVENANTS in Schedule of Easements  
 SUBJECT TO the rights of Her Majesty the Queen namely: (1)  
 the right at all times of making and constructing in  
 or on waterways for sanitary or other purposes as may  
 be deemed - expedient and also the right of altering  
 amending cleansing or repairing such drains sewers  
 and waterways; and (2) the right always to resume  
 such portions of the said land within described as  
 may be required for any roads railways tramways  
 waterways or other public utilities  
 together with full and free right and liberty to the Purchaser  
 and its assigns the owner or owners for the time  
 being of the said land within described and as  
 appurtenant thereto to carry on manufacturing  
 operations on the said land within described  
 notwithstanding that such operations may cause dust  
 noxious fumes and gases and fluids smoke noise  
 vibrations or disturbance of the ground or may  
 prejudicially affect the enjoyment of the lands  
 comprised in Certificates of title Volume 732 Folio  
 79, Volume 890 Folio 56, Volume 890 Folio 57 and  
 Volume 1062 Folio 45 and Conveyances registered No's  
 26/6118 and 27/3288

BENEFITING EASEMENT: Pipeline Easement as described in Sealed Plan No. 38855 over the Pipeline Easement 10.06 wide shown on Plan No. 129436

BURDENING EASEMENT: Pipeline Easement as described in Sealed Plan No. 38855 for the Rivers and Water Supply Commission over the Pipeline Easement 6.00 wide shown on Plan No. 129436

BURDENING EASEMENT: Right of Drainage [appurtenant to Lot 1 on Sealed Plan No. 129251) over the Drainage Easement Marked A.B. shown on Plan No. 129436

BURDENING EASEMENT: Right of Drainage in favour of the GEORGE TOWN COUNCIL over the strip of land Marked C.D. shown on PLAN No. 129436

C628542 BURDENING EASEMENT: Gas Supply Rights for Powerco Tasmania Pty Ltd over the Gas Supply Easement 4.00 wide on P129436 (subject to conditions) Registered 19-Sep-2005 at noon

B617700 INSTRUMENT Creating Restrictive Covenants Registered 27-May-1999 at 12.02 PM

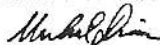
C777444 LEASE to FCL INTERSTATE TRANSPORT SERVICES PTY LTD of a leasehold estate for the term of 8 years from 28-Aug-2006 Registered 23-Mar-2007 at 12.01 PM  
Leasehold Title(s) issued: 129436A/1

M412787 EXTENSION of LEASE C777444 Registered 15-Aug-2013 at noon

D116631 MORTGAGE to Commonwealth Bank of Australia Registered 17-Feb-2014 at 12.02 PM

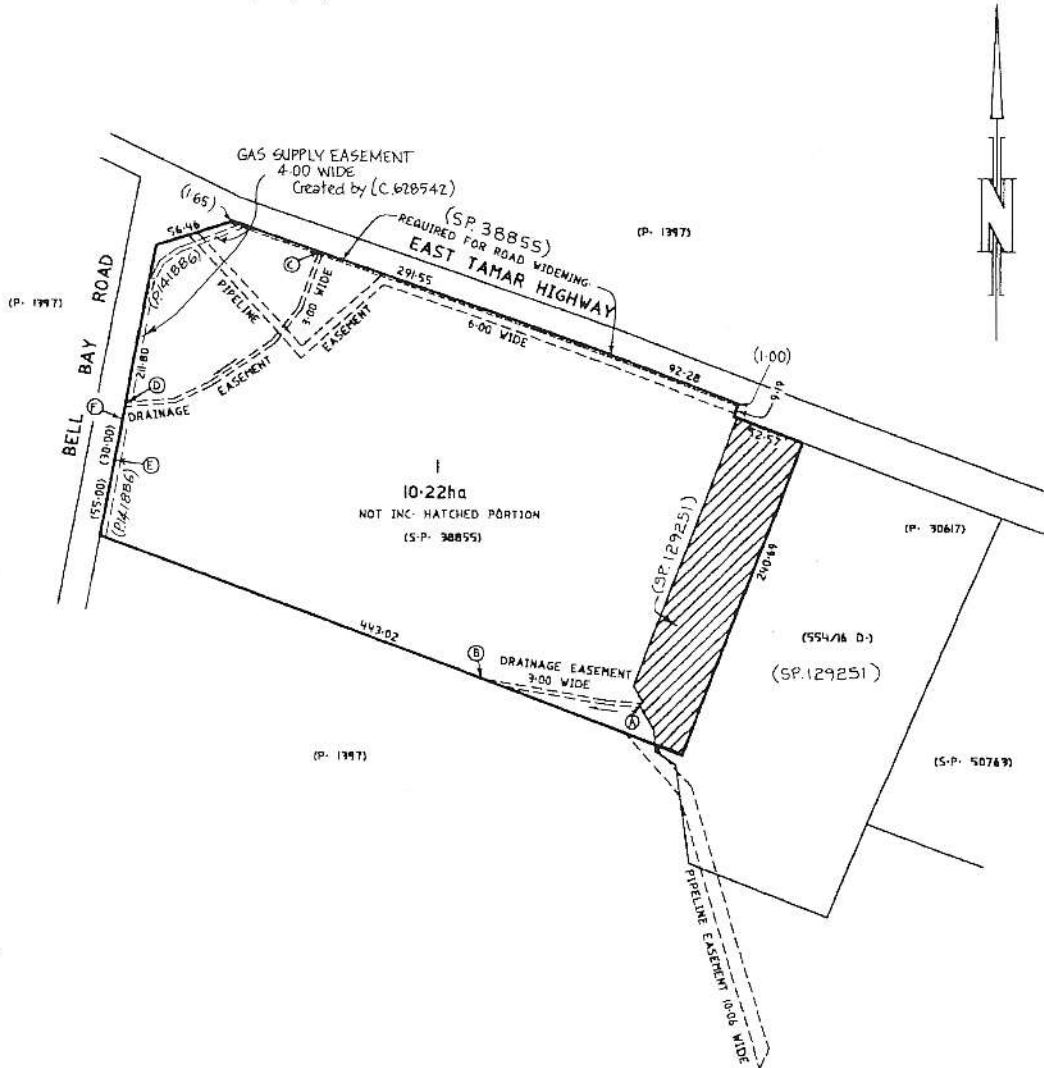
UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

OWNER COMALCO ALUMINIUM (BELL BAY) LIMITED FOLIO REFERENCE C.T. 38855/1- GRANTEE PART OF LOT 280 (94DAc) GTD- TO W. E. LAWRENCE.		<b>PLAN OF TITLE</b> LOCATION LAND DISTRICT OF DORSET PARISH OF CRANBOURNE FIRST SURVEY PLAN No. S-P. 38855 COMPILED BY CROMER AND CERUTTY SURVEYORS SCALE 1:3000                      LENGTHS IN METRES		REGISTERED NUMBER <b>P 129436</b> APPROVED 22 JUN 1998  Recorder of Titles
MAPSHEET MUNICIPAL CODE No. 111 (4844)	LAST UPI No 5003119	LAST PLAN No. S-P. 38855	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN	

BALANCE PLAN

ROAD WIDENING FIXATION ADDED 21/03/02.





SCHEDULE OF EASEMENTS

PLAN NO.

**SP38855**

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.

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

Lot 1 on the Plan is:-

SUBJECT TO the following rights of Her Majesty the Queen, namely:-

1. The right at all times of making and constructing in or on the said land within described such and so many drains sewers and waterways for sanitary or other purposes as may be deemed expedient and also the right of altering cleansing or repairing such drains sewers and waterways; and
2. The right always to resume such portions of the said land within described as may be required for any roads railways tramways wateraces or other public utilities.

TOGETHER WITH full and free right and liberty to the Transferor and its assigns the owner or owners for the time being of the said land within described and as appurtenant thereto to carry on manufacturing operations on the land above described notwithstanding that such operations may cause dust noxious fumes and gases and fluids smoke noise vibration or disturbance of the ground or may prejudicially affect the enjoyment of the lands comprised in Certificates of Title Volume 732 Folio 79 Volume 890 Folio 56 Volume 890 Folio 57 and Volume 1062 Folio 45 and Conveyance Nos. 26/6118 and 27/3288.

a pipeline easement between

SUBJECT TO ~~the right created by Transfer of Easement A959415 Comalco Aluminium~~

(Bell Bay) Limited (herein called "the Transferor") in favour of The Rivers and Water Supply Commission (herein called "the Transferee") being a right over the land marked "Pipeline Easement 6.00 wide" hereon (herein called "the said piece of land") in the following terms namely:-

THE FULL RIGHT AND LIBERTY for the purposes of The Water Act 1957 (hereinafter call "the said Act") at all times with workmen and others and machinery to enter upon the said piece of land and to open break up and excavate the said piece of land and to lay and maintain either thereon or therein water pipes and valves and fittings for the purposes of the said Act and to run and pass water through and along the same and from time to time to inspect cleanse repair and maintain the same and when and where necessary to lay new pipes in substitution for and in addition thereto and to do all necessary works and things in connection therewith or as may be authorised by the said Act without doing unnecessary damage to the said piece of land and leaving the same in a clean and tidy condition.

PROVIDED ALWAYS THAT:-

1. The Transferor and his successors in title shall not without the written consent of the Transferee first had and obtained erect any building or structure on the said piece of land nor shall it do or permit to be done thereon any manner of thing which shall damage or be likely to cause damage to the water pipes valves and fittings now or hereafter laid or constructed therein or thereon and shall not in anywise prevent or interfere with the proper exercise and benefit of the easement hereunder by the Transferee or its workmen servants contractors and agents and all other persons duly authorised by it.
2. The Transferor shall be entitled to construct roads and carry out normal agricultural pursuits on and over the said piece of land provided that the Transferor does not interfere with the use or enjoyment of the Easement by the Transferee.
3. The Transferee shall not be required to fence any part of the said piece of land.
4. The Transferor shall be at liberty to erect any fence across the said piece of land wherever it may reasonably require the same provided that the Transferee at its own expense shall be at liberty to provide in such fence a gate suitable to its purposes.
5. The Transferee shall be liable to the Transferor for all actual damage or loss to or of the Transferor occasioned by the construction or repairing of the water pipes valves and fittings or otherwise in the exercise of any of the rights granted to the Transferee here under provided that the Transferor presents a written claim therefore to the Transferee within thirty days after the actual causing of such damage.

6. In the event that the Transferor shall cause damage to the Transferee's water pipes valves and fittings the Transferor shall be liable to the Transferee for the actual costs to the Transferee of the repair of the water pipes valves and fittings so damaged.
7. Should the Transferor construct roads across the said piece of land the Transferee shall not be required to reconstruct or repair the surface of the said roads should the Transferee dig up any portion of the roads for the purpose of repairing or maintaining the water pipes valves and fittings.

TOGETHER WITH the full right and liberty at all times with workmen and others machinery to enter upon the strip of land marked "Pipeline Easement 10.06 wide" and to open break up and excavate the said piece of land and to lay and maintain either thereon or therein water pipes and valves and fittings and to run and pass water through along the same and from time to time to inspect cleanse repair and maintain the same and when and where necessary to lay new pipes in substitution for and in addition thereto and to do all necessary works and things in connection therewith without doing unnecessary damage to the said piece of land and leaving the same in a clean and tidy condition.

SUBJECT TO a right of drainage appurtenant to the land comprised in Folio of the Register Volume 2422 Folio 15 over the strips of land marked "Drainage Easement 3.00 wide A-B" and marked "Drainage Easement 4.00 wide".

SUBJECT TO a right of drainage in favour of the Warden Councillors and Electors of the Municipality of George Town over the strip of land marked "Drainage Easement 3.00 wide C-D".

COVENANTS

The owner of Lot 1 shown on the plan covenants with the Vendor [Comalco Aluminium (Bell Bay) Ltd] and the owner 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 may be annexed to and devolve with each and every part of every other Lot shown on the plan (and with the residue of the land comprised in Certificate of Title Volume 4231 Folio 36 and each and every part thereof) to observe the following stipulations:-

1. Not without the consent in writing of the Department of Main Roads to use permit or allow vehicular access from the said Lot 1 directly onto East Tamar Highway otherwise than between the points marked E and F on the Plan.

THE COMMON SEAL of COMALCO ALUMINIUM )  
(BELL BAY) LIMITED the registered )  
proprietor of the land in Certificate )  
of Title Volume 4231 Folio 36 was )  
hereunto affixed in the presence of :- )

*M. Payne*  
.....  
Director

*J. N. Lill*  
.....  
Secretary

This is the schedule of easements attached to the plan of Comalco Aluminium.....  
(Insert Subdivider's Full Name)  
(Bell Bay) Limited..... affecting land in  
Certificate of Title Volume 4231 Folio 36  
(Insert Title Reference)

Sealed by the Municipality of George Town..... on 25th January.....1989

Solicitor's Reference .....  
*M. Payne* Council Clerk/Town Clerk

08-2313A